

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
SOUTHFIELD, MICHIGAN 48037

1994-1998

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*DENOTES THAT THE PROVISION IS A CARRYOVER IN ENTIRETY OF THE LANGUAGE CONTAINED IN THE 1990-1994 LOCAL MEMORANDUM OF UNDERSTANDING

ITEM 1 **WASH-UP TIME**

EMPLOYEES WILL BE GRANTED REASONABLE WASH-UP TIME IF THEY WORK WITH DIRTY OR TOXIC MATERIAL.

ITEM 2 **FIXED OR ROTATING OFF DAYS**

THE BASIC WORK WEEK SCHEDULE SHALL HAVE FIXED DAYS OFF.

ITEM 3 **EMERGENCY CURTAILMENT OF POSTAL OPERATIONS**

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 AREAS AFFECTED SHALL BE GRANTED 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 TO ATTEMPT TO RESOLVE THE ISSUE.

CONSIDERATION SHALL BE GIVEN, BUT NOT LIMITED TO, SUCH CONDITIONS AS:

1. THE SAFETY AND HEALTH OF EMPLOYEES
2. CIVIL DISORDERS
3. ACTS OF GOD
4. ADVICE OF LOCAL AUTHORITIES

WHEN AN ALLEGED EXPLOSIVE DEVICE HAS BEEN DISCOVERED OR THREAT MADE AGAINST THE POSTAL FACILITY AND VERIFIED BY A POSTAL OR QUALIFIED OFFICIAL, THE FACILITY SHALL BE APPROPRIATELY EVACUATED UNTIL ALL REASONABLE SAFETY MEASURES HAVE BEEN TAKEN BY PROPER AUTHORITIES.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

CHOICE VACATION PERIOD SELECTIONS SHALL BE DETERMINED BY SENIORITY.

ANNUAL LEAVE SHALL BE GRANTED AS FOLLOWS:

- A. EMPLOYEES WHO EARN 13 DAYS ANNUAL LEAVE PER YEAR SHALL BE GRANTED UP TO TEN (10) DAYS OF CONTINUOUS ANNUAL LEAVE DURING THE CHOICE PERIOD. THE NUMBER OF DAYS OF ANNUAL LEAVE, NOT TO EXCEED TEN (10), SHALL BE AT THE OPTION OF THE EMPLOYEE.
- B. EMPLOYEES WHO EARN 20 OR 26 DAYS ANNUAL LEAVE PER YEAR SHALL BE GRANTED UP TO FIFTEEN (15) DAYS OF CONTINUOUS ANNUAL LEAVE DURING THE CHOICE PERIOD. THE NUMBER OF DAYS OF ANNUAL LEAVE, NOT TO EXCEED FIFTEEN (15) SHALL BE AT THE OPTION OF THE EMPLOYEE.
- C. EMPLOYEES REQUESTING TIME TO ATTEND SERVICES ON RELIGIOUS HOLIDAYS SHALL BE EXCUSED WITH ANNUAL LEAVE OR A WORK SCHEDULE CHANGE. THE NUMBER OF EMPLOYEES TO BE EXCUSED WILL BE DETERMINED BY MANAGEMENT.

ITEM 5 **DURATION OF THE CHOICE VACATION PERIOD**

THE DURATION OF THE CHOICE VACATION PERIOD SHALL BEGIN WITH THE FIRST FULL PAY PERIOD IN JANUARY AND CONTINUE THROUGH THE LAST FULL SERVICE WEEK IN NOVEMBER. THE WEEK BETWEEN CHRISTMAS AND NEW YEAR SHALL ALSO BE A PART OF THE CHOICE VACATION PERIOD.

ITEM 6 **BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD**

ALL SCHEDULED ANNUAL LEAVE WILL COMMENCE ON MONDAY AND TERMINATE ON SUNDAY. EXCEPTIONS MAY BE GRANTED BY AGREEMENT BETWEEN THE EMPLOYEE, THE UNION AND THE EMPLOYER.

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

ALL FULL-TIME REGULAR EMPLOYEES AND PART-TIME FLEXIBLE EMPLOYEES WILL HAVE A SECOND CHOICE AFTER ALL FIRST CHOICES HAVE BEEN SELECTED, BUT NOT TO EXCEED FIFTEEN (15) CONTINUOUS DAYS DURING THE CHOICE PERIOD IN ACCORDANCE WITH ARTICLE XXX, ITEM 4.

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

JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL NOT BE CHARGED TO THE CHOICE VACATION PERIOD.

ITEM 9

**MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE
LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

WITH THE PROPER CONSIDERATION FOR SERVICE REQUIREMENTS AND THE NEEDS OF THE EMPLOYEES, THE NUMBER OF EMPLOYEES SCHEDULED FOR ANNUAL LEAVE IN ANY WEEK SHALL BE DETERMINED BY THE TOTAL COMPLIMENT OF EMPLOYEES REPRESENTED BY THE APWU BY TOUR.

10% SHALL BE SCHEDULED FOR LEAVE FROM JANUARY THROUGH MAY. 11% SHALL BE SCHEDULED FOR LEAVE FROM THE FIRST FULL WEEK IN JUNE THROUGH THE LAST FULL WEEK IN AUGUST. 7% SHALL BE SCHEDULED FOR LEAVE FROM SEPTEMBER THROUGH NOVEMBER.

10% SHALL BE SCHEDULED FOR LEAVE DURING THE WEEK BETWEEN CHRISTMAS AND NEW YEAR.

THE ABOVE PERCENTAGES SHALL APPLY TO SECTIONS AS LISTED BELOW

1. MAIL PROCESSING/DISTRIBUTION
2. SENIOR MAIL PROCESSORS
3. WINDOW SECTION
4. ALL OTHER CUSTOMER SERVICE/ADMINISTRATIVE CLERKS
5. SPECIAL DELIVERY, MAINTENANCE, AND VOMA SHALL ALLOW ONE EMPLOYEE OFF EACH WEEK PER CRAFT.
6. LATHRUP VILLAGE AND FRANKLIN STATIONS
7. BULK MAIL UNIT

ANY PERCENTAGE OF .5 AND ABOVE SHALL BE ROUNDED UP TO THE NEXT WHOLE NUMBER. AT NO TIME SHALL THE NUMBER ALLOWED OFF BE LESS THAN ONE.

LEAVE APPLICATIONS PROPERLY SUBMITTED ON FORM 3971 FOR PERIODS OTHER THAN THE CHOICE VACATION PERIOD WILL BE CONSIDERED ON A FIRST COME BASIS. ALL REQUESTS FOR WEEKS THAT ARE FULL ON THE VACATION SCHEDULE SHALL BE NOTED ON THE HOLD SCHEDULE. MANAGEMENT WILL ANNOUNCE NO LATER THAN JANUARY 20th OF EACH YEAR THAT EMPLOYEES HAVE 30 DAYS TO REQUEST VACATION WEEKS FOR THE HOLD SCHEDULE. MANAGEMENT SHALL AWARD HOLD SPOTS BASED ON SENIORITY. AFTER THE INITIAL 30 DAY PERIOD, ALL REQUESTS FOR HOLD SCHEDULE WILL BE ON A FIRST COME/FIRST SERVED BASIS. REQUESTS FOR THE HOLD SCHEDULE WILL BE DONE ON FORM 3971 AND WILL BE RETAINED THE HOLD BOX.

ITEM 10 **ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**

NOT LATER THAN DECEMBER 1st, TWO COPIES OF FORM 1547 WILL BE FURNISHED EACH EMPLOYEE. EACH EMPLOYEE MUST COMPLETE FORM 1547, INDICATING FIRST, SECOND, AND THIRD CHOICES AND RETURN TO THEIR IMMEDIATE SUPERVISOR BY DECEMBER 15th. FAILURE TO SUBMIT FORM 1547 BY DECEMBER 15th WILL EXCLUDE EMPLOYEE FROM CONSIDERATION FOR FIRST CHOICE SELECTION. NO LATER THAN DECEMBER 22nd, APPROVED SELECTIONS WILL BE NOTED ON FORM 1547 AND THE ORIGINAL COPY OF FORM 1547 WILL BE RETURNED TO EACH EMPLOYEE, INDICATING APPROVED VACATION PERIOD.

THE VACATION SCHEDULE SHALL BE POSTED ON THE APPROPRIATE BULLETIN BOARD NO LATER THAN DECEMBER 28th. BEGINNING DECEMBER 29th EACH EMPLOYEE WILL BE GIVEN THE OPPORTUNITY TO REVIEW THE VACATION PLANNING SCHEDULE TO SELECT AN ALTERNATE PERIOD, WITH FORM 1547 SUBMITTED TO IMMEDIATE SUPERVISOR BY CLOSE OF BUSINESS ON JANUARY 8th.

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

THE EMPLOYER SHALL, NO LATER THAN NOVEMBER 1st, PUBLICIZE ON BULLETIN BOARDS, THE BEGINNING DATE OF THE NEW LEAVE YEAR IN ACCORDANCE WITH ARTICLE X, SECTION 4.A OF THE NATIONAL AGREEMENT.

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

EMPLOYEES REQUESTING INCIDENTAL DAYS OF LEAVE WHO SUBMIT THEIR 3971 TO MANAGEMENT NO EARLIER THAN 30 DAYS IN ADVANCE SHALL BE NOTIFIED OF MANAGEMENT'S DISPOSITION OF THE REQUEST NO LATER THAN SEVEN DAYS AFTER GIVING THE REQUEST TO MANAGEMENT IN TRIPLICATE. AFTER THE FIFTH DAY, THE REQUEST WILL BE SUBMITTED TO THE POSTMASTER OR DESIGNEE WHO WILL PROVIDE A REPLY WITHIN TWO DAYS. THE THIRD COPY IS TO BE RETURNED TO THE EMPLOYEE AS A RECEIPT AT THE TIME OF REQUEST.

ITEM 13

METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

THE EMPLOYER WILL DETERMINE THE NUMBER AND CATEGORIES OF EMPLOYEES NEEDED FOR THE HOLIDAY WORK AND A SCHEDULE SHALL BE PROVIDED TO THE LOCAL STEWARD AND INSTALLATION VICE PRESIDENT NO LATER THAN TUESDAY IN THE SERVICE WEEK PRECEDING THE WEEK IN WHICH THE HOLIDAY FALLS.

BY THE TUESDAY PRECEDING THE SERVICE WEEK IN WHICH THE HOLIDAY FALLS, THE EMPLOYER SHALL SCHEDULE QUALIFIED EMPLOYEES HAVING THE NECESSARY SKILLS FOR THE HOLIDAY IN THE FOLLOWING ORDER:

1. A. PTF's
 B. TE's
 C. CASUALS

2. VOLUNTEER FULL TIME REGULAR EMPLOYEES WHOSE DESIGNATED HOLIDAY IS THE DAY FOR WHICH WORK IS BEING SCHEDULED, BY SENIORITY.

3. VOLUNTEER NON-SCHEDULED, FULL TIME REGULARS WHO VOLUNTEER TO WORK OVERTIME BY SENIORITY.

4. NON-VOLUNTEER FULL TIME EMPLOYEES WHOSE DESIGNATED HOLIDAY IS THE DAY BEING SCHEDULED BY JUNIORITY, ON A ROTATING BASIS.

5. NON-VOLUNTEER FULL TIME EMPLOYEES WHOSE N/S DAY IS THE DAY BEING SCHEDULED BY JUNIORITY, ON A ROTATING BASIS.

ITEM 14

OVERTIME DESIRED LIST

THE OVERTIME DESIRED LIST IS TO BE POSTED TWO WEEKS PRIOR TO EACH CALENDAR QUARTER. LIST WILL BE POSTED BY SECTION, TOUR AND CRAFT. THOSE EMPLOYEES DESIRING TO WORK OVERTIME MUST SIGN SHEET SO INDICATING THIS DESIRE. AFTER TWO WEEKS, IT WILL BE CLOSED WITH NO FURTHER ENTRIES. THOSE EMPLOYEES SIGNING THE OVERTIME DESIRED LIST WILL BE REQUIRED TO WORK OVERTIME IN ACCORDANCE WITH ARTICLE VIII, SECTION 5 C.1.D,E,F OF THE NATIONAL AGREEMENT. THE OVERTIME DESIRED LIST SHALL BE UTILIZED ON A ROTATING BASIS, BY SENIORITY. THE UNION STEWARD OF THE APWU .DETROIT DISTRICT AREA LOCAL IN EACH UNIT WILL BE PROVIDED WITH A COPY OF THE OVERTIME DESIRED LIST EACH QUARTER.

THE OVERTIME DESIRED LIST WILL BE ESTABLISHED AS FOLLOWS:

1. MAIL PROCESSING CLERKS
 - A. 10 HOUR LIST
 - B. 12HOURLIST
 - C. NS LIST

EMPLOYEES SIGNING THE 12 HOUR LIST MUST ALSO SIGN THE 10 HOUR LIST.

2. WINDOW SERVICES CLERKS
 - A. SCHEDULED DAYS
 - B. NS DAYS

WHEN IT IS NECESSARY TO FORCE NON-OVERTIME DESIRED LIST EMPLOYEES TO WORK, OVERTIME EMPLOYEES ON ALL SEPARATIONS OF THE OVERTIME DESIRED LIST ARE REQUIRED TO WORK 12 HOURS IN ACCORDANCE WITH ARTICLE VIII SECTION 5.G. THIS IS INCLUSIVE OF EACH SECTION.

3. ALL OTHER CUSTOMER SERVICE AND ADMINISTRATIVE CLERKS
4. SPECIAL DELIVERY MESSENGER
5. MAINTENANCE
6. VEHICLE SERVICE
7. BULK MAIL UNIT

WHEN THE OVERTIME DESIRED LIST FROM ONE SECTION IS EXHAUSTED, MANAGEMENT MAY SCHEDULE EMPLOYEES FROM THE OTHER OVERTIME DESIRED LISTS WHO POSSESS THE NECESSARY SKILLS.

ITEM 15 **NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS**

LIGHT DUTY ASSIGNMENTS, BOTH PERMANENT AND TEMPORARY, ARE ASSIGNMENTS AWARDED TO EMPLOYEES WHO ARE UNABLE TO PERFORM ALL THEIR DUTIES DUE TO SOME ILLNESS OR INJURY. A MINIMUM OF TWO ASSIGNMENTS WILL BE ALLOCATED TO THE TOTAL CRAFTS REPRESENTED BY THE APWU IN ACCORDANCE WITH PROVISIONS OF ARTICLE XIII OF THE NATIONAL AGREEMENT.

ITEM 16 **LIGHT DUTY ASSIGNMENTS**

LIGHT DUTY ASSIGNMENTS WILL NOT BE MADE SO AS TO ADVERSELY AFFECT REGULARLY ASSIGNED EMPLOYEES.

ITEM 17 **IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS**

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XIII OF THE NATIONAL AGREEMENT, LIGHT DUTY ASSIGNMENTS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO THE FOLLOWING WORK

FUNCTIONS, AND COMMENSURATE WITH THE EMPLOYEE(S)
LIMITATIONS:

1. DISTRIBUTION OF MAIL (LETTER CASES/FLAT CASES)
2. STAMPING FORMS AND ENVELOPES
3. PROJECT TYPE (QUANTITY) PHOTOCOPYING

ITEM 18 **REASSIGNMENT**

REASSIGNMENT WILL BE MADE FROM THE LOSING DUTY
ASSIGNMENT AND/OR JOB CLASSIFICATION AND FACILITY. THE
IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT
IS NECESSARY TO REASSIGN WITHIN THE INSTALLATION IS AS
FOLLOWS:

SECTION 1. MAIL PROCESSING

SECTION 2. WINDOW CLERKS

SECTION 3. SENIOR MAIL PROCESSORS

SECTION 4. ALL OTHER CUSTOMER SERVICE AND ADMINISTRATIVE
CLERKS

SECTION 5. SPECIAL DELIVERY MESSENGER

SECTION 6. MAINTENANCE

SECTION 7. VEHICLE SERVICE

ITEM 19 **EMPLOYEE PARKING**

EMPLOYEE PARKING IS AVAILABLE ON A FIRST COME/FIRST SERVED
BASIS RESTRICTED TO THE PAVED LOTS AT THE EAST AND WEST
END OF THE BUILDING, EXCLUSIVE OF THE DESIGNATED PARKING,
FIRE LANES, AND MANEUVERING AREAS.

ITEM 20 **ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED**
“PRIOR TO” CHOICE PERIOD SELECTIONS

ANNUAL LEAVE REQUESTS OF UNION OFFICIALS SUBMITTED PRIOR TO DETERMINATION OF CHOICE VACATION SELECTIONS TO ATTEND UNION ACTIVITIES, SHALL NOT BE CHARGED TO THE CHOICE PERIOD.

ITEM 21 **POSTING**

AND 22 NOTICE AND ANNOUNCEMENT OF VACANCIES AND SUCCESSFUL APPLICANTS SHALL BE GIVEN TO THE STEWARD AND INSTALLATION VICE PRESIDENT OF THE APWU, AFL-CIO DETROIT DISTRICT AREA LOCAL. THE SUCCESSFUL BIDDER WILL BE POSTED AFTER 10 (TEN) DAYS OF THE CLOSING DATE. THE SUCCESSFUL BIDDER MUST BE PLACED IN THE VACANT ASSIGNMENT WITHIN 21 (TWENTY-ONE) DAYS AFTER NOTICE HAS BEEN POSTED ANNOUNCING HIM/HER AS THE SUCCESSFUL BIDDER (EXCEPT IN THE MONTH OF DECEMBER). THE SUCCESSFUL BIDDER SHALL WORK THE DUTY ASSIGNMENT AS POSTED. A UNION REPRESENTATIVE, WHEN AVAILABLE, WILL BE PRESENT AT TIME OF OPENING OF BIDS.

WHEN AN ASSIGNMENT UNDERGOES A CHANGE IN STARTING TIME EXCEEDING ONE HOUR, THE INCUMBENT(S) SHALL HAVE THE OPTION OF ACCEPTING THE NEW REPORTING TIME. IF THE INCUMBENT(S) ACCEPT THE NEW REPORTING TIME, THE ASSIGNMENT WILL NOT BE REPOSTED. IF THE INCUMBENT(S) DO NOT ACCEPT THE NEW REPORTING TIME, ASSIGNMENT WILL BE REPOSTED PURSUANT TO ARTICLE XXXVII OF THE NATIONAL AGREEMENT.

WHEN AN ASSIGNMENT UNDERGOES ANY CHANGES IN DUTIES, PRINCIPAL ASSIGNMENT AREA, OR SCHEME KNOWLEDGE REQUIREMENTS DESCRIBED IN IT'S LAST POSTING, THE INSTALLATION HEAD OR HIS/HER DESIGNEE SHALL NOTIFY THE UNION'S PRESIDENT OR HIS DESIGNEE 30 (THIRTY) DAYS PRIOR TO THE PROPOSED CHANGE. FOR INSTANCE OF NOTIFICATION, THE PRESIDENT OR HIS/HER DESIGNEE WILL EVALUATE THE CHANGE AND WITHIN 10 (TEN) DAYS DISCUSS WITH THE POSTMASTER OR HIS/HER DESIGNEE WHETHER OR NOT THE POSITION SHOULD BE REPOSTED.

LOCAL MEMORANDA OF UNDERSTANDING

THIS **MEMORANDA OF UNDERSTANDING**, ENTERED INTO ON APRIL 15, 1996 BETWEEN THE REPRESENTATIVES OF THE U.S. POSTAL SERVICE AND THE DESIGNATED AGENT OF THE UNION SIGNATORY TO THE NATIONAL AGREEMENT AMERICAN POSTAL WORKERS UNION PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 1994-1998 NATIONAL AGREEMENT. THE **MEMORANDA OF UNDERSTANDING** CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS RELATING TO LOCAL CONDITIONS OF EMPLOYMENT FOR THE TERM APRIL 15, 1996 THROUGH NOVEMBER 21, 1998.

IN WITNESS WHERE OF:

U.S. POSTAL SERVICE
SOUTHFIELD, MICHIGAN

AMERICAN POSTAL WORKERS UNION
AFL-CIO DETROIT DISTRICT AREA LOCAL

MICHAEL MORAN
POSTMASTER

ROGER R. HOLBROOK
PRESIDENT

CHARLENE LEMASTER
MAIL PROCESSING COORDINATOR

PATRICK A. CHORNOBY
EXECUTIVE VICE PRESIDENT

ALYSE DeNIO
SOUTHFIELD VICE PRESIDENT

MEMORANDA OF UNDERSTANDING

IT IS MUTUALLY AGREED THAT FOR VACATION BIDDING AND OVERTIME PURPOSES, EMPLOYEES WILL BE CLASSIFIED AS FOLLOWS:

MAIL PROCESSING CLERKS

DISTRIBUTION CLERKS
POSTAGE DUE RELIEF/DISTRIBUTION CLERK
REGISTRY CAGE/DISTRIBUTION CLERK
GENERAL/LOOP MAIL/DISTRIBUTION CLERK

ALL OTHER CUSTOMER SERVICE AND ADMINISTRATIVE CLERKS

CLERK-STENOGRAPHER
REGISTRY CLERKS
GENERAL CLERKS
GENERAL CLERK/COMPUTER OPERATORS
PERSONNEL CLERK
FORWARDING/CF S CLERK
SSPC TECHNICIAN
MAIL REQUIREMENTS CLERK
CLAIMS CLERK
GENERAL/AISU CLERK
TELEPHONE OPERATORS/CALL DIRECTORS
TIMEKEEPING CLERK
POSTAGE DUE TECHNICIAN
POSTAGE DUE CLERK

THIS MEMORANDA OF UNDERSTANDING CAN BE RENEGOTIATED AT ANY TIME BY MUTUAL CONSENT OF BOTH PARTIES.

MICHAEL MORAN, POSTMASTER
SOUTHFIELD POST OFFICE

ROGER HOLBROOK, PRESIDENT
APWU - DDAL