

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

**LOCAL MEMORANDUM OF
UNDERSTANDING**

**UNITED STATES POSTAL SERVICE
ST. CLAIR SHORES, MICHIGAN 48080**

1999 - 2000

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ITEM # 1
WASH-UP PERIOD

Established practices of employees wash-up time and breaks shall be continued for the duration of the contract.

ITEM #2
BASIC WORK WEEK

A regular work week is established for regular full-time employees which shall consist of fixed and/or rotating days off.

ITEM #3
EMERGENCY CONDITIONS

The basic responsibility of a Post Office in a community undergoing natural disaster is to receive, dispatch and deliver mail, and to protect postal possessions and buildings. This must be done without endangering our employees.

The paramount factor in making any decision about providing or continuing mail service is the safety of the personnel involved. Postal services will be provided in our community only as long as it is safe and practical to do so under the general guideline of safety of the employees involved.

Curfews or other restrictions imposed by local authorities should be observed by postmasters in scheduling deliveries, collections or other street services. The Installation Head should implement restrictions or curtail service when deemed appropriate, after analyzing the intelligence and recommendations received from Postal Inspectors, local authorities or other media.

The Local Union Steward, Alternate and Local Union President will be notified as soon as possible, in the event of bomb threats and other emergency conditions.

Under emergency 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

By December 1st, prior to the leave year, Management will post an appropriate notice relative to vacation planning. Employees must make their vacation choice from the Supervisors copy of the vacation calendar by December 15th. Annual leave schedules will be completed by December 31st.

Requests for and agreement to a mutual trade will be allowed. All trades must be submitted, in writing, to the Tour Supervisor of Mails and the APWU Steward, and must be approved by both the employer and the Union. There shall be a limit of three (3) trades.

Cancelled vacation periods will be posted, and APWU Officials notified. Seniority will prevail in the case of a relinquished period. All cancelled vacations shall be submitted at least two (2) weeks in advance.

If a successful bidder for a reposted vacation wishes to cancel part or all of his/her vacation, cancellations will be in allotments of a week. Cancellations in less than a week must be mutually agreed to between the employee and the Union.

After a reposted vacation has been awarded, it shall not be reposted a second time in the event of a part of the week cancelled. However, management will make every effort to award the available days upon request, on a first come first serve basis. Same day submission will be awarded by seniority.

ITEM # 5

CHOICE VACATION PERIOD

The choice vacation period shall begin the first full service week in January and extend through the last full service week prior to December 1st. The two (2) week deer hunting season in November shall be part of the Choice Vacation Period. The week between Christmas and New Years shall also be considered part of the choice vacation period with one employee in each section being permitted to schedule leave during the week (window section, distribution section, maintenance section and administrative section).

ITEM # 6

BEGINNING DAY OF VACATION PERIOD

The first day of vacation week shall be Monday and shall end on Sunday. Exceptions may be granted by agreement between the employee and Management.

ITEM # 7

SECTIONS IN CHOICE PERIOD

There may be splitting of vacation leave during the Choice Period in accordance with Article 10, Section 3.D. of the National Agreement

On the first or second selection or round of bidding, an employee may (at his/her option) split an entitlement from a three-week vacation into two (2) parts of either:

- A. One week (five work days) and two weeks (ten work days);
- B. One week (five work days) and one week (five work days). An employee with a two-week (ten working day) vacation entitlement may split the vacation in accordance with "B" above.

An 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 TO NATIONAL AND STATE CONVENTIONS WILL BE CHARGED TO THE CHOICE PERIOD

Employees on Jury Duty shall not have this time charged to their Choice Vacation Period. Employees attending National or

State Conventions shall not have this time charged to their Choice Vacation Period providing Management is notified by February 15th. Management will adjust vacation allotments accordingly.

ITEM #9

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

The maximum number of employees off each week during the Choice Vacation Period shall not exceed six; three Distribution Clerks - One Window - One Custodian and One Administrative Clerk.

When an employee bids to a new section, they shall bring their vacation with them, and the weeks will not be reposted.

In the event of a change in the complement, this Item will be re-discussed by the Union and Management.

ITEM # 10

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

A chart of leave schedule shall be posted and maintained, no later than January 31st.

ITEM # 11

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

All employees shall be notified by Management the first of November about the beginning and ending of the new leave year. Notification shall be by posting on all bulletin boards.

ITEM # 12

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

All employees requesting annual leave, outside of the vacation period, shall submit a 3971, in duplicate, to Management.

Leave outside of the vacation period shall be considered all leave, other than the leave selected in the Choice Period. When approved and signed by the Supervisor, the duplicate shall be returned to the employee.

Employees shall be notified of Management's disposition for advance annual leave no more than two days after the request is made, providing such request is not more than two weeks in advance of the dates requested. If Management does not respond within two days, the leave request will then be given to the Postmaster or his/her designee, who will provide an answer within twenty-four hours.

ITEM # 13

HOLIDAY SCHEDULE

In accordance with Article 11, Section 6 of the National Agreement, a proper holiday schedule must be posted by Tuesday proceeding the service week of a scheduled holiday. The List includes the names of the employees being scheduled in each section.

Employees will be selected to work in the following order:

1. Casuals, even if overtime is required.
2. Part-time Flexible employees, even if overtime is required.
3. Full-time volunteers selected by seniority whose holiday

is the day for which work is being scheduled, then Full time volunteers for overtime.

4. NON-volunteers (FTR) whose holiday falls on the days for which the work is needed by juniority.
5. NON-volunteers (FTR) who will be working overtime by juniority.

The Union shall be provided with a copy of each holiday schedule posted for the installation no later than the Tuesday proceeding the holiday.

ITEM # 14

OVERTIME DESIRED LIST AND METHOD SELECTING

There will be three (3) overtime desired lists. They will consist of Window Section, Distribution Section, and Maintenance Section.

ITEM # 15

NUMBER OF LIGHT DUTY ASSIGNMENTS

Light duty assignments will be identified as those duties that will not adversely affect the employee's disability.

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

ITEM # 16

SELECTION METHOD OF LIGHT DUTY ASSIGNMENTS

The method of reserving Light Duty and the identification of Light Duty Assignments for the employees requesting light duty shall be a matter to be considered on an individual basis between the Installation Head and the APWU. Light Duty assignments shall not be given to the detriment of the regular work force.

ITEM # 17

IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Light Duty Assignments may include, but are not necessarily limited to, assignments in the following areas:

1. Telephone
2. NOV-Mail
3. Nixie Desk
4. Window Area
5. Mail Processing, Handcase Letters

ITEM # 15

IDENTIFICATION OF A DUTY ASSIGNMENT IN A SECTION

For the purpose of excessing, sections are identified as Window, Distribution, Administration and Maintenance. Excessing shall be done using inverse seniority.

ITEM # 19

METHOD OF PARKING

Employees shall park on a first come, first serve basis (if available) on Postal property which would not interfere with Postal operations. An assigned parking space shall be provided for the APWU Steward.

ITEM # 20

ANNUAL LEAVE FOR UNION ACTIVITIES

Annual leave for Union activities requested prior to the determination of the Choice Vacation Schedule is not part of the Choice Vacation Plan. However, the Union Steward and/or Officer attending Union functions will have the options of selecting a different vacation period

ITEM # 21

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

1. It shall be required to give at least one notice for overtime.
2. The designated representative of the APWU - Detroit District Area Local shall have the right, after request and approval by Management, to the use of the public address system, where available, in the Post Office for the purpose of making announcements of interest to its members.
3. A copy of all posted notices, affecting the Crafts of the APWU at St. Clair Shores, Michigan, shall be given to the local union representative. If there is no local Representative, a copy will be sent to the Local Union President.
4. The parties to this agreement shall meet once quarterly on a date and time agreeable to both parties and shall be limited in duration by pre-arrangement.
5. It is agreed that agenda items for discussion at the quarterly meeting shall be exchanged by the parties to this agreement at least one full workday before the scheduled meeting, and they shall be in writing. Items not placed on such agenda shall be discussed only by mutual consent of the parties. APWU Officials will be allowed to attend these meetings.

6. The Post Office telephone may be used in an emergency if approved by Management.
7. Employees calling in sick must do so by their posted starting time, if possible.

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 ST. CLAIR SHORES, MICHIGAN 48080.

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.

3-31-99	ROGER R. HOLBROOK, PRESIDENT APWU
3-31-99	PATRICK A. CHORNOBY, VICE PRESIDENT APWU
5-18-99	WANDA FOX, CHIEF STEWARD APWU
5-14-99	ROBERT WILLAERT, POSTMASTER
5-14-99	DONNA HOFFMAN, SUPERVISOR CUST. SERVICES

