

LOCAL MEMORANDUM OF UNDERSTANDING
2010 –2015

between

THE UNITED STATES POSTAL SERVICE

And

THE BROWARD COUNTY AREA LOCAL APWU
DANIA, FLORIDA 33004

(Items 1-22 from Article 30 of the National Agreement, and
miscellaneous items—General and craft related)

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MEMORANDUM OF UNDERSTANDING

ITEM 1

WASH-UP PERIODS

Employees shall be allowed to wash their hands every two hours or as necessary when performing dirty work or handling toxic materials.

ITEM 2

FIXED OR ROTATING DAYS OFF

All employees will have fixed days off. If the USPS changes from six delivery days to five, item two will be rediscussed.

ITEM 3

EMERGENCY CONDITIONS

A. The determination of what constitutes sufficient emergency conditions as to require curtailment or termination of postal operations will be made by the installation head who will give due concern to the safety and welfare of the employees in making this determination. Curtailment of operations will include any terrorist threats or activities of chemical, biological, or other various sources. In the case of a bomb threat, the building shall be evacuated immediately, and will leave it evacuated until it has been cleared by the appropriated outside authorities.

B. The union and all personnel involved will be notified of the action to be taken where the emergency is of such a nature that advance notice is possible. If advance notice is not possible, management shall, to the greatest extent possible, seek the cooperation of local radio and television stations to inform employees.
(WIOD)

ITEM 4

LOCAL LEAVE PROGRAM

1. Two weeks before annual leave bidding commences, a service talk will be given to all career and non-career employees explaining the bidding procedure. The employees will be advised if they are not at work for any reason, these employees will be responsible to notify the USPS of their leave request in writing.

2. Due to the changes in the National Agreement, the employees' leave week for career and non-career employees shall be the scheduled day or days of their bid or assignment regardless of the number of hours in a service day.

A. Vacation scheduling of employees in Dania shall be done on the basis of office-wide seniority. Vacation scheduling for the year shall be charted in units of whole weeks. Said annual leave shall start on Monday.

B. There will be two (2) bidding cycles for the choice vacation period. Bidding for vacation periods shall commence on December 1 each year. The first bidding cycle shall be completed within 10 days. The second ten (10) days of December will be set aside for a second bidding of annual leave of whole weeks. The maximum number of weeks an employee can bid is two weeks. The employee must have the leave to bid these two weeks. Bids received during this period shall receive priority in the assignments of annual leave. **Vacation scheduling of employees in the Dania Post Office shall be done on the basis of office-wide seniority (career and non-career) within each leave unit.**

C. For the purpose of bidding annual leave, a unit is defined as follows:
Clerks--each facility shall be a separate unit.
Maintenance--a station shall be a unit.

D. Bid-in or incidental leave periods or any part of it may be canceled provided employee submits notice in writing to the unit supervisor 72 hours prior to the leave to be vacated.

1. When leave or any part of leave is cancelled, the forfeited leave will immediately be made available to employees in that section.

Determination of who shall be awarded any leave will be made by the supervisor by seniority at the close of business on the date of receipt.

E. Clerks charting their choice selection must make their choice selection when requested or forfeit such choice until all other clerks have been given their choice.

The Procedures for Submission of Applications for Annual Leave During the Choice Vacation Period After the Bidding Cycles are Completed:

A. Employees may submit Form 3971 for leave, directly to the immediate supervisor (that supervisor who retains direct responsibility for that day) for action. Application should be submitted not later than seven (7) days prior to leave requested. Applications in duplicate will be approved or disapproved by the unit supervisor no later than three (3) days after the request. Failure on the part of management to approve or disapprove and return to the employee in writing, or his designated steward, within the three (3) day limit will mean that the leave is automatically approved.

B. After the two bidding cycles for choice vacation periods has been completed, an employee will be granted annual leave requested during choice vacation period provided:

1. PS Form 3971 is received by the supervisor at least seven (7) calendar days in advance.
2. The employee has sufficient annual leave to cover the period requested.
3. The leave requested is for at least one work day.
4. Approval of the leave will not cause the total number of employees allowed off in the leave unit to exceed the established percentage.

C. No employee will be required to work on a non-scheduled day or holiday if it is in conjunction with annual leave.

ITEM 5

DURATION OF THE CHOICE VACATION PERIOD

The vacation period has been determined to be the day after Christmas through the week of Thanksgiving.

ITEM 6

BEGINNING DAY OF EMPLOYEE VACATION PERIOD

Annual leave shall start on Monday, ending on Sunday. If the employee's scheduled days off is other than Saturday/Sunday, he/she will receive a change of schedule to allow them to have two (2) days off, five (5) days annual leave and two (2) days off.

ITEM 7

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

A. Full time and part time employees who earn thirteen (13) days annual leave per year shall be granted the option of choosing ten (10) days continuous leave or two (2) periods of five (5) days each during the period.

B. Full time and part time employees who earn twenty (20) or twenty six (26) days annual leave per year shall be granted the option of choosing fifteen (15) continuous days annual leave or two (2) periods, one of five (5) and one of not more than ten (10) days during the choice vacation period. No employee can bid three separate weeks.

ITEM 8
UNION DELEGATES

A. Union delegates to State or National Conventions shall be granted that leave which shall not be charged against the leave unit for that period.

B. The Union shall advise the employer of the number of delegates and convention dates by March 15.

ITEM 9
DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD WILL BE AS FOLLOWS:

December 26 up to the first Saturday in April - 9%

First Saturday in April through the first Saturday in November - 16%

First Saturday of November through Thanksgiving Week - 9%

When the employees of the Dania Post Office bid, the number allowed off will be figured by the percentage rounded up if .500 or over.

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

Two (2) weeks after the closing of the final bid, each employee will receive a copy acknowledging the successful bidding of their leave time.

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

Notice of the beginning of the new leave year will be posted on all bulletin boards November 1 of each year. (Notification will be by Postal Bulletin posting.)

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
2011	PP 02/11 JANUARY 1, 2011	PP 02/12 JANUARY 13, 2012
2012	PP 03/12 JANUARY 14, 2012	PP 02/13 JANUARY 11, 2013
2013	PP 03/13 JANUARY 12, 2013	PP 02/14 JANUARY 10, 2014
2014	PP 03/14 JANUARY 11, 2014	PP 02/15 JANUARY 9, 2015
2015	PP 03/15 JANUARY 10, 2015	PP 02/16 JANUARY 8, 2016

ITEM 12

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

Annual leave shall be granted on a "first come, first served" basis consistent with the National Agreement and Local Memorandum of Understanding (with the exception of the period between Christmas and New Year's).

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

When the employer determines the number and categories of employees needed for holiday work. Employees shall be scheduled in the following order:

- A. All career employees by tour who wish to volunteer on their holiday or designated holiday by seniority.
- B. All career employees in order of seniority who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled day.
- C. All non-career employees, even if overtime is required, consistent with National Agreement Article 11.6.B.
- D. Career employees in inverse order of seniority and would be working on what otherwise would be their non-scheduled workday.
- E. Career employees in inverse order of seniority who have not volunteered to work on a holiday or day designated as a holiday when such day is part of their regular work schedule.

ITEM 14

OVERTIME DESIRED LIST

A. The overtime desired list shall be maintained by sections and the Main Dania Post Office shall be a section. For the purpose of administering the overtime desired list, a section shall be defined as follows.

- 1. Window or window distribution shall be a unit.
- 2. Distribution clerk shall be a unit.

B. Employees will have the option of signing one or both of the following lists:
1. non-scheduled day o.t.

2. regular scheduled day o.t.

C. Employees shall be given at least one hour notice when overtime is needed.

ITEM 16

LIGHT DUTY ASSIGNMENTS

Management will assign any available light duty assignment to an employee submitting acceptable evidence from a qualified physician outlining the employee's impairments and expected duration of the limitation. The assignment must not adversely affect any regularly assigned member of the regular work force. No clerk will be denied light duty because of lack of work due to other crafts doing this work.

ITEM 18

EXCESSING

The main office shall be considered as one section for the purpose of excessing. Each station shall be considered a separate section. Each craft shall be a separate section.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

A. Where parking facilities are available, it shall be on a first come first served basis, after Postal Service needs have been satisfied.

B. The President or his designee shall be allowed to park in any available or unoccupied space at any station or the Main Facility, when necessary on matters covered by the Local Memorandum of Understanding or the National Agreement.

ITEM 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

A. Seniority lists will be updated every 6 months. These lists will be sent to the APWU immediately thereafter.

B. Labor Management Meeting. Management shall meet with the designated agents of the APWU in Labor-Management Meetings once each quarter. Minutes of Labor-Management Meeting shall be kept by both parties and shall be exchanged and initialed by the parties for verification. These agreements shall not be changed without prior notification between parties. It is agreed that agenda items for discussion at the meetings shall be exchanged by the President of APWU (or his designee) and the Postmaster (or his designee) at least 48 hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by

mutual consent of both parties. Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service--and the employees' welfare by keeping employees informed of their rights and any change in policy or procedure. One employee will be on the clock for the time necessary.

C. Change of starting time requiring reposting of position: Any change exceeding one (1) hour on either side of starting time in the original posted bid will constitute this job to be reposted. The USPS will advise the APWU on all permanent changes that do not exceed one (1) hour radius. No previously posted position shall be changed in respect to scheme requirement, principal assignment area, duties to be performed, fixed days off, or any combination of the foregoing, without consultation or exchange of information as appropriate in accordance with the National Agreement.

D. Job assignment shall be posted when any of the following occurs:

1. a scheme is added to an existing duty assignment
2. a credit is added to an existing duty assignment
3. formal training is required to an existing duty assignment
4. principal assignment area is changed

E. If USPS desires to reduce scheme requirement, skill, or credit, etc. from one or more employees, the USPS will solicit volunteers first and if there are none it will be done by inverse order.

F. Time frame for placement of successful bidder: The successful bidder shall be placed in their new assignment within 10 days after named the successful bidder.

G. Every attempt will be made for the union to provide meaningful input on all bid duty assignments two (2) days prior to them being posted.

H. If a traditional duty assignment is reposted as an NTFT duty assignment, it will be posted within the section as defined by Item 18 of this LMOU.

ITEM 22 REST BREAKS

A. All clerks will receive a twelve (12) minute break after approximately two (2) hours of work. Approximately two (2) hours work is defined as between 1:45 and 2:15.

B. The number of authorized breaks will not exceed two (2) per eight (8) hour day of work.

MISCELLANEOUS, ALL CRAFTS

Dania 2010-2015

For the purpose of definition of “tour” as referred to in all items as mentioned in this Local Memorandum, tour hours are as follows:

Tour 2 – 4:00 a.m. – 11:59 a.m.

Tour 3 – Noon – 7:59 p.m.

Tour 1 – 8:00 p.m. – 3:59 a.m.

03/23/2012 10:40

(FAX)

P.012/012

Changes made from the 2007 – 2010 LMOU will be noted in bold print. All else remains the same.

SEPARABILITY

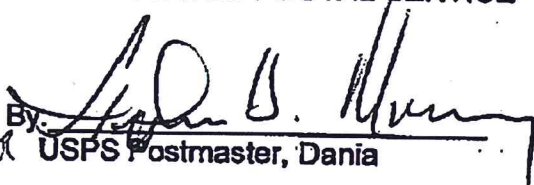
Should any part of the Local Memorandum of Understanding or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part of provisions of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

DURATION

This Memorandum of Understanding shall remain in full force and effect until midnight, May 20, 2015 unless extended by agreement between the principle parties at the National level.

UNITED STATES POSTAL SERVICE

AMERICAN POSTAL WORKERS UNION

By: 
USPS Postmaster, Dania

By: 
Carolyn Pierce, APWU President