

LOCAL MEMORANDUM OF UNDERSTANDING
2010-2015

between

THE UNITED STATES POSTAL SERVICE

and

THE BROWARD COUNTY AREA LOCAL APWU
FT LAUDERDALE, FL

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

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LOCAL MEMORANDUM OF UNDERSTANDING

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

Employees shall be allowed to wash their hands every two (2) hours and other times as appropriate when performing dirty work, greasy work, ink-stained work, or handling toxic materials.

ITEM 2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF (Nothing Negotiated.)

ITEM 3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

A. It will be the decision of the local installation head to curtail or terminate postal operations in conformance with orders of local authorities or because of the existence of a local emergency condition, including hurricanes, terrorist threats or activities of chemical, biological, or other various sources. This determination will be made giving primary consideration to the safety and welfare of the employees.

B. In the event postal operations are curtailed due to an act of God, employees shall be allowed to leave their work with administrative leave being granted in accordance with Part 519 of the ELM.

C. Those who are scheduled to report to work and are unable to report due to the emergency conditions will also be covered.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

A. Bid Annual Leave will be as follows:

1. The first bidding commences on December 1 and continues for fifteen (15) calendar days.

2. The second fifteen (15) 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. They must have the leave to bid these weeks.

3. After the second bidding cycle is completed, employees may request consideration

for periods of annual leave which are filled. Example: If a section allows one person off for July 4 week and that week is filled, any employee may place their name after the cutoff for this week. If upon reaching the July 4 week the vacation slot is vacant, the first employee whose name appears after the cutoff shall be awarded that week.

4. If the USPS determines that additional employees may be allowed off over and above the number guaranteed, this list of employees immediately to the right of the cutoff will be used to determine the order in which leave will be granted.

5. An employee may use one of their selections during first and/or second bidding to place their name to first consideration for a week which has been maxed out.

B. Method of Bidding will be as follows:

1. A unit application blank will be used.

2. The application blank will be posted on the bulletin board together with current craft seniority list.

3. The senior employee continuing through the junior employee (**career and non-career**) within the leave unit will make a choice of leave periods by signing his name in ink in the space provided on the application for the leave period desired. A time limitation of three (3) days within the bid period will be set up for each group of not less than ten (10) employees (or mutually agreed upon by leave unit supervisor and unit labor representative) to sign the application, either indicating a choice or initialing the column, "No Leave Requested."

C. Vacation Leave Program will be as follows:

1. Management shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the Service and the welfare of the employees. Care shall be exercised to assure that no employee is required to forfeit any part of his/her annual leave.

2. Each employee shall be responsible for planning his/her vacation period in accordance with his/her personal desires, subject to the approval of his/her Supervisor. Employees are cautioned that only 440 hours of annual leave may be carried from one leave year to the next; therefore, employees not bidding will be assigned vacation periods to the extent of leave accrued beyond 440 hours.

3. A. Vacation period has been determined to be from the first Saturday after Christmas through the week of Thanksgiving.

B. Employees who wish to secure annual leave for the period after Christmas up to the Saturday after Christmas must submit their request during the bidding period in December. Those employees who have annual leave shall be approved up to the

percentage allowed off in Item 9. This period will not count against the selections in Item 7.

4. A section is defined as a manpower reporting or statistical unit as follows:

A. CLERKS

1. A station shall be a section.
2. SSPC clerks, Window pool clerks, Main Facility window clerks, Main Facility customer service box clerks, shall each be a separate section.
3. Clerks in Customer service support shall be a section.
4. Clerks in In-Plant Support shall be a section.
5. Data Collection (ODIS) tech shall be a section.
6. Data site clerks (excluding relief's/ad hocs) shall be a section each by tour.
7. BMEU by Tour shall be a section.
8. Mailing Requirements shall be a section.
9. CFS shall be a section each by tour.
10. Consumer Affairs
11. Clerk/Special Delivery shall be a section by tour. Reliefs shall not be included.
12. Processing and Distribution Center Sections shall be as follows:

Tour 1 Section	Tour 2 Section	Tour 3 Section
AUTO	AUTO	AUTO
FSM	FSM	FSM
SPBS	SPBS	SPBS
PRIMARY	MANUAL SCHEMES	MANUAL
MANUAL BY STATION	MANUAL NON-SCHEME	
NON-SCHEME		
BOX SECTION		

A. The parties agree that management may add additional sections on each tour consistent with the aforementioned sections during the life of this agreement but may not reduce the number of sections without agreement from the union. If management desires to add a section that is not one of the aforementioned sections, management may still add additional sections, but it will not reduce the number allowed off in the remaining section. In addition, should Pompano Beach zip codes be changed and that mail is processed at the Fort Lauderdale facility, sections will be consistent with the aforementioned sections.

Example:

MAN Pompano 65 would be included with the manual by station section on Tour 1.
FSM Pompano 65 would be included with the FSM section on Tour 1.

MAN Pompano 65 would be included with the manual schemes on Tour 2.
FSM Pompano 65 would be included with the FSM section on Tour 2.

MAN Pompano 65 would be included with the manual section on Tour 3.

FSM Pompano 65 would be included with the FSM section on Tour 3.

B. When establishing sections for the purpose of bidding annual leave, employees having bids encompassing more than one station, the following method will be utilized:

The lowest numerical number shall be the primary station for the purpose of selecting annual leave. After stations have been identified, employees will be placed in sections by utilizing an alternative selection method, by seniority.

Example:

	2/81	2/80	2/79	2/82
	J Doe	M Smith	J Jones	B Taylor
Bid	9/13	11/17	12/9	13/11

Identified Stations

Doe is in N. Andrews (zone 9 is primary station)
Smith is in N. Andrews (zone 11 is primary station)
Jones is in N. Andrews (zone 9 is primary station)
Taylor is in N. Andrews (zone 11 is primary station)

Alternate Selection Method

Jones 2/79 selects leave in N. Andrews (senior, use primary station)
Smith 2/80 selects leave in Plantation (alternate, use second station)
Doe 2/81 selects leave in N. Andrews (alternate, use primary station)
Taylor 2/82 selects leave in Main Office (alternate, use second station)

C. PTF's and Transitional employees will be assigned to bid within the leave unit that coincides with their current assignment as of November 16th. Those not given an initial assignment as of that date will be assigned as follows: Level 5 and 6 PTF's or TE's shall be assigned to the manual non-scheme section on tours 1 and 2; and on tour 3 they shall be assigned to the manual section. Level 4 PTF's or TE's shall be assigned to the automation section on tours 1, 2 and 3.

B. MAINTENANCE

1. Each occupational code by tour and facility shall be a section.

C. VEHICLE MAINTENANCE FACILITIES

1. The Ft. Lauderdale VMF (Main Facility) will be one section.
2. The Pompano VMF shall be a section.

2011 Local Negotiations
APWU PROPOSAL
Ft. Lauderdale

B-11-B-46-I
GAB # 12009259

FLL #12

Item 4

Add to Item 4.8. Section B.1

When leave or any part of leave is cancelled, the forfeited leave information shall be immediately posted on leave chart to be made available to employees in that section.

Settled: X Withdrawn: _____ Impassed: _____

Date: March 12, 2012

Laura Laffey-Lawry
USPS Representative

[Signature]
APWU Representative

D. VEHICLE OPERATIONS

1. This shall be one section.
5. The number of employees allowed off each week will be determined using the formula found in Item 9 of the local agreement.
6. Bids for annual leave shall be submitted beginning on December 1st and continuing for thirty (30) calendar days. Bids received during this period shall receive priority in the assignments of annual leave. The senior employee will be given first choice to bid on a vacation period. All employees will bid within the leave unit that coincides with their current assignment or bid as of the second Saturday in November. Full time and part time regular employees will bid in unit to which assigned.
7. **A. 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. The employee's notification to the employer will be by email, fax, letter, etc.**
B. One week prior to the beginning of the leave process each year, the parties (APWU and USPS) will meet to discuss the placement of employees within a section.
C. 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.
8. **A. Reassignment of employees from one leave section to another section will not result in vacated leave periods. Employees transferring from one section to another section retain the original vacation period.**
B. Leave periods or any part of it may be canceled provided employee submits notice in writing to the immediate Supervisor, 72 hours prior to the leave to be vacated.
 1. **When leave or any part of leave is cancelled, the forfeited leave information shall be immediately posted on leave chart to be made available to employees in that section.****C. Employees desiring to cancel leave will do so in writing. Such requests shall be submitted in triplicate to his/her immediate supervisor. Triplicate copy will be routed to APWU through the General Clerk, immediately after it is approved.**

D. Any employee who is scheduled to be relieved by a pool clerk/relief will submit their request for canceling annual leave by the Wednesday preceding the week in which the annual leave falls. They will cancel the whole week if a pool clerk would have been scheduled to cover their position, otherwise they may cancel any portion of it.

9. Two weeks after the closing of the final bid, each employee will receive a written statement acknowledging the successful bidding of their leave time.

10. 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/her designated steward, within the three (3) day limit will mean that the leave is automatically approved.

B. After the second bidding cycle for choice vacation period has been completed, an employee will be granted additional 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 covers increments of at least 8 hours.

4. Approval of the leave will not cause the total number of employees allowed off in the leave section to exceed the provisions as outlined in Item 9.

A. Reassignment of employees from one leave section to another section will not result in vacated leave periods. Employees transferring from one section to another section retain the original vacation period.

11. Employee(s) with 8 hours or more of approved annual leave in conjunction with either of their non-scheduled days will not be required to work a 6th or 7th day.

12. Employees with eight (8) hours or more of approved annual leave in conjunction with the Holiday will not be required to work their Holiday or designated Holiday.

13. If any employee selects a period of annual leave and upon reaching it does not have enough annual leave to cover the period, they must notify their supervisor which day or days they wish to cancel. This notification must be in writing by Tuesday, before the

week in question. Failure to give such notification within the time allowed will result in the entire leave period being cancelled. (If the employee's A/L balance is less than 8 hours short of the amount of leave bid, the remainder will be charged to LWOP.)

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

Vacation period has been determined to be from the first Saturday after Christmas through the week of Thanksgiving.

ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

A. Annual leave shall start the day following the two consecutive days off within the basic work week. The employee with split days off shall begin following the first day off within the basic work week. If employee's days off are Thursday/Friday, the Saturday prior to the days off will begin the annual leave week.

B. Employees who have a week or more of approved annual leave may submit a change of schedule (PS Form 3189) for either Saturday/Sunday or Sunday/Monday on both sides of said annual leave. This request shall not be denied.

C. PTF's who have a week or more of approved annual leave shall be given the option of being scheduled off on Saturday/Sunday on both sides of approved annual leave.

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 ten (10) days during the choice vacation period or two periods of five (5) days each.

ITEM 8

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

A. Jury Duty shall not be charged to the choice vacation period.

B. Union delegates to State or National Conventions (Assembly) shall be granted leave to attend such and such leave shall not be charged against the leave unit of that period.

C. The delegates to any Union Conventions (Assembly) shall be limited to eight (8) delegates, one delegate from each craft equals four (4); and four (4) Officers designated by the Union equals four (4); making the total eight (8).

D. The limitation of eight (8) delegates to any Union Convention (Assembly) would be considered to be the minimum number designated. Any other limitations and restrictions will be in accordance with the National Agreement.

ITEM 9

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

A. It is agreed that the number of employees allowed off each week within a leave section/unit will be established at seventeen (17) percent. In applying the 17%, any fraction of .50% or more will be rounded up.

B. After the seventeen (17) percent has been determined, for each 17 employees in a section, an additional annual slot shall be granted in each applicable section.

Example: 35 employees in Section A x 17% = 5.95. 5.95 rounded off will grant 6 employees off per week in Section A. Additionally, because there are 35 employees in Section A, the number of employees allowed off each week in Section A shall be increased to 8.

ITEM 10

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

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

B. Copies of bid annual leave sheets shall be supplied to the Union at the completion of each bid cycle, prior to incidental annual leave being charted.

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 the first Saturday after Christmas).

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.**

The holiday volunteer sheet shall be posted three (3) weeks prior to the holiday on the facility's official bulletin board. The holiday volunteer sheet will be removed at 2399 on the Friday prior to the required Tuesday holiday schedule posting.

ITEM 14

WHETHER "OVERTIME DESIRED" LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

- A. Overtime Desired List shall be maintained by Crafts, Tours, Stations, Branches, Main Facility Window and Main Facility Box Section.**
- B. Employees who change tours, facilities, will have up to fourteen (14) calendar days to submit their name to be added to the overtime desired list.**
- C. An employee may sign the overtime list for:**

- A. non-scheduled days
- B. scheduled work day
- C. or for A & B

D. An employee on the overtime desired list who subsequently submits a request for a change of schedule and is successful in getting such change of schedule approved will not be considered to be on the o.t. list for those hours, days off, or tour which changed due to Form 3189.

E. An employee must sign up for the overtime list during the last fourteen (14) days of the quarter. Management shall post an updated, pre-printed, overtime list indicating the names of the employees who are being automatically carried to the new overtime list. This list shall be posted during the last fourteen (14) days of each quarter. In addition, this list shall leave a space for each employee, not on the overtime list, to add their names, if desired, to the overtime list. On each succeeding quarter for the overtime desired list, that same employee's name will automatically be carried over to the new overtime list.

F. If an employee wishes to remove his or her name to prevent this carry over, they must submit in writing the request for removal from the overtime list to their immediate supervisor. Employees should retain a copy of that request.

G. Motor Vehicle Craft drivers will be considered one section for the purpose of overtime.

H. Part-time employees who become Full-time during a quarter shall have 14 days to submit their name to management to be added to the Overtime Desired List(s).

ITEM 15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT (Covered under Item 17.)

ITEM 16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED (Covered under Item 17.)

ITEM 17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

A. The number of light duty assignments to be allocated in the Clerk Craft is 23. These positions are identified as follows:

Tour 1 10 distribution in no standing or lifting.

Tour 2 3 distribution in no standing or lifting.

Tour 3 11 distribution in no standing or lifting.

Main Office Box Section 1 position preparing Forms 3547, 3579, etc.

Maintenance 1 position on Tour 1; 1 position on Tour 2; and 1 position on Tour 3. Light cleaning, stock room and bench work, where available.

Motor Vehicle Operations 1 position on Tour 2. Office work, where available.

Vehicle Maintenance Facility 1 position on Tour 3. Stock room work, where available.

B. Every effort will be made to assign light duty employees injured off the job that submit proper medical documentation. Whenever possible, the employee will be assigned within their craft. Light duty areas are not only in the Main Facility but include all Stations and Branches. Article 13, National Agreement, will be used when no such work is available. No employee will be denied light duty work solely based on the number of employees in light duty status.

C. Light duty assignment within physical limitations, and available work may include, but are not limited to the following:

- Letter/Flat Distribution
- 3579's
- Box Section
- Answer Telephone,
- Etc.

D. The APWU will be advised of the procedures for processing Light Duty Requests ("Revised Light Duty Procedures", dated 11/20/91 are currently in effect, but may be changed at Management's option).

ITEM 18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

Identification of definition of a section- -A section is defined as a manpower reporting or statistical unit as follows:

A. Motor Vehicle

1. Vehicle Maintenance Facility, Main Office and sub-units Pompano Beach.
2. Vehicle Operations Main Office, will be a section.

B. Clerks

1. **By level by tour in the main office, each station, branch, annex, BMEU by tour, or any other type of facility will be a separate section.**
2. All best qualified positions (position titles) shall each be a separate section by Tour.

C. Maintenance section shall be established by occupational group, tour and facility.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

A. When 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 20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULES IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN (See Item 4.)

ITEM 21

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

Article 37 Clerk Craft

2.B Pool clerks will be offered vacancies by seniority.
Those already filling vacancies are considered unavailable. If no pool clerk expresses a desire to fill vacancies, it will be assigned by juniority.

2.C Semi-annual updating of seniority lists.
Refer to National Agreement

2.D The union will be able to provide meaningful input on all bid duty assignments ten (10) days prior to them being posted.

3.A.4.B Change of duties, principle assignment area, or scheme knowledge requiring reposting of position.

1. A change for reposting of a position will occur when a regular Clerk works thirty (30) percent within a 40-hour work week schedule in another principle assignment area for a period of sixty (60) days.
2. A change for reposting shall occur when a scheme or outgoing is added. If a scheme or outgoing is going to be removed from a bid, volunteers will be solicited within the section that the scheme(s) or outgoing are to be removed.

3. Failure to solicit the appropriate number will result in the scheme(s) or outgoing being removed by juniority.
 4. Principle assignment area shall be: Distribution tours as they exist, each Station or Branch.
 5. An employee who wishes to withdraw from a bid by using the electronic bidding system may verify this communication by submitting in duplicate copies of the written bid sheet or any form superseding their original bid to their immediate supervisor, who will round date the bid sheets and return one (1) copy to the employee and forward the remaining copy to personnel. This must be done prior to the closing date of the bid.
 5. Whenever a person's duty assignment has duties added to it which require specialized training and these duties entail a weekly use of approximately 30% of the work week for a period of 60 consecutive days, this duty assignment shall be reposted. **An example of specialized training is registry cage, passports, etc.**
 6. Job assignment shall be reposted when any of the following occurs:
 - A. A flexible credit is added to an existing duty assignment.
 - B. Formal training is required to an existing duty assignment.
- 3.A.4.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 the one (1) hour radius.
- 3.D Length of time bids remain posted.
The notice of posting shall remain posted for ten (10) days.
- 3.F.2 Timeframe for placement of successful bidder.
The successful bidder will be placed in the new assignment within fourteen (14) days.

Article 38 Maintenance Craft

- 3.C Application of Seniority.
Refer to National Agreement
- 4.A.4 Change of starting time requiring reposting of position.
Any change exceeding two (2) hours 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 the two (2) hour radius.
- 4.A.5 Change of duties or principle assignment area requiring reposting of the assignment.
A change for reposting will occur when the duties of the position are changed by at least thirty (30) percent.

Article 39 Motor Vehicle Craft

- 1.E Application of Seniority.
Refer to National Agreement
- 2.A.3 Change of duties or principle assignment area requiring reposting of the assignment.
A change for reposting will occur when the principle assignment areas are changed by three (3) or more hours of the original bid. Example: If stops/trips on an MVO run are deleted and replaced by other stops, resulting in a change of three (3) hours or more...this would necessitate reposting.
- 2.A.4 Change of starting time requiring reposting of the assignment.
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 the one (1) hour radius.
- 2.C Length of time bids remain posted.
Refer to National Agreement
- 2.E.2 Timeframe for placement of successful bidder.
Refer to National Agreement

ITEM 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING

Opening of Bids.

- A. The President or his designee may be present at the opening of all bids for positions pertaining to the APWU on an off-the-clock basis.
- B. Bids that are not submitted in accordance with specific instructions in the posting will be rejected.

MISCELLANEOUS GENERAL - - ALL CRAFTS

1. OVERTIME ASSIGNMENTS

- A. Qualified full time employees with the necessary skills in crafts and position designations having listed their names, will be selected in order of their seniority on a rotating basis. The overtime desired list shall be maintained on a seniority basis.
- B. Employees shall be given as much advance notice as possible if overtime is needed, preferably one (1) hour. (Exceptions to the one (1) hour notice shall be an unforeseen circumstance, i.e., machine breakdown, power failure, etc.)

C. It shall be incumbent on the Union President to bring obvious errors and omissions to the attention of Management at the time they are discovered.

D. The following lists shall be maintained at the main facility and all Stations and Branches for all employees:

1. Overtime Desired List(s)
2. Overtime Worked Rotation List(s)

E. When an employee is scheduled off two (2) days and was not verbally notified to work a sixth (6th) day, allow him/her to call the Supervisor after his/her first day off to inquire if a sixth (6th) day is allowed for his/her second (2nd) day off. The initial call-in shall be prior to the sixth (6th) hour of the regularly scheduled tour. Confirmation will be the responsibility of the employee and must be made before the completion of the seventh (7th) hour of the regularly scheduled tour.

F. No employee will be required to work a 6th or 7th day on overtime or on their holiday or designated holiday on the day prior to "travel away from home overnight for training purposes."

2. PRESENTING GRIEVANCES

If business conditions will not permit immediate attention to a grievance, the Supervisor will set a time or notify the Steward when business conditions will permit.

2. COVERAGE FOR ABSENT APWU PRESIDENT

A. The APWU Vice President or other designated Union Official shall be granted LWOP whenever requested to replace scheduled and unscheduled absences of the APWU President. (Impassed—resolved at Regional headquarters.)

B. So as not to create undue impact on service needs, requests shall not be of an unreasonably short notice or expectation of immediate release whenever there is no emergency need for immediate assumption of President's duties. Requests will be approved by the end of the regular scheduled tour.

4. SAFETY AND HEALTH COMMITTEE MEETINGS

A. A joint Labor-Management Safety Committee will be established to meet quarterly in the months of January, April, July and October at a date and time mutually agreed to by the Union and Management. Additional meetings will be held for the review of safety grievances prior to appeal to arbitration if necessary.

B. The meeting shall be on official time.

C. Unions shall recommend a member to serve on the Committee.

D. Items pertaining to Safety and Health are Committee responsibilities for review and recommendation for action.

5. BULLETIN BOARDS

Postal Bulletins, Regional Bulletins, etc., shall be made available to the Union.

6. PROBATIONARY PERIODS

Advance notice will be given to the Union when a probationary employee's name is to be added to the seniority list.

7. DISCIPLINARY ACTIONS

A. No disciplinary action will be taken against an employee on unsubstantiated complaints.

B. The BCAL 1201 shall be provided with a courtesy copy of disciplinary written notices to employees of suspensions and removals. The steward of record for the employee shall be provided with that copy.

9. REST BREAKS

A. All Crafts represented by the APWU will receive a ten (10) minute break after approximately two (2) hours of work. Approximately two (2) hours of 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.

D. FSM, SPBS, BCS, and OCR operators, and all future mechanized or automated machine operators shall receive a 15 minute break after approximately two (2) hours work on the machines.

10. For the purpose of definition of "tour" as referred to in all items mentioned in this Local Memorandum, tour hours are defined as a starting time within the following hours:

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.

MISCELLANEOUS MAINTENANCE CRAFT

1. CHANGE IN STARTING TIME

The APWU will be notified in writing of any permanent changes in the starting time of the original posted bids which are less than two (2) hours.

2. PLACEMENT OF SUCCESSFUL BIDDER

Upon posting of the successful bidder, the successful bidder shall be placed in that position at the start of the next pay period, when qualified.

3. MAINTENANCE OF GOVERNMENT-OWNED TOOLS AND EQUIPMENT

A. Any employee who is assigned Government-owned tools and/or equipment shall have a reasonable amount of time to clean, store, and secure these tools or equipment.

B. The "reasonable amount of time" stated in Paragraph A above is to be determined by Management and shall not result in unauthorized overtime.

4. OVERTIME DESIRED LIST

The overtime desired list shall be maintained in the maintenance craft by tour, by occupational group, in stations, branches, and main facility.

MISCELLANEOUS MOTOR VEHICLE CRAFT

1. ANNUAL POSTING OF POSITIONS

All full-time MVO bid positions will be posted for bid during the second full week of August each year of the current agreement.

2. MAINTENANCE OF GOVERNMENT-OWNED TOOLS AND EQUIPMENT

A. Any employee who is assigned Government-owned tools and/or equipment shall have a reasonable amount of time to clean, store, and secure these tools or equipment.

B. The "reasonable amount of time" stated in Paragraph A above is to be determined by Management and shall not result in unauthorized overtime.

3. Utility bids (variable start time bids) shall be considered to be on the tour where the majority of the workdays start.

4. Motor Vehicle Craft drivers will be considered one section for the purpose of holiday scheduling.

MISCELLANEOUS CLERK CRAFT

1. DAILY ASSIGNMENTS FOR CLERK/SPECIAL DELIVERY MESSENGERS

We request that seniority will be the guide for the filling of duty assignments on a daily basis unless work is decentralized.

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

By: 
USPS Postmaster, Ft Lauderdale

AMERICAN POSTAL WORKERS UNION

By: 
Carolyn Pierce, APWU President