

LOCAL MEMORANDUM OF UNDERSTANDING
2010 –2015

between

THE UNITED STATES POSTAL SERVICE

And

THE BROWARD COUNTY AREA LOCAL APWU
HALLANDALE, FLORIDA

(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

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 regular (full-time) clerks will be on a fixed schedule.

ITEM 3

EMERGENCY CONDITIONS

A. The decision for the curtailment of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. Curtailment of operations will include any terrorist threats or activities of chemical, biological, or other various sources. When a decision has been reached to curtail postal operations, to the greatest extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities under such a situation, Postal Service telephone will be open for employees to call for information. Employees involved in actual emergency situations will take immediate action to protect themselves and the mails. Under such circumstances, management will be advised as soon as possible. Whenever possible, the installation head or his designee shall meet with the local union representative to discuss such factors as:

1. The degree of emergency as stated by and acted upon by responsible governmental authorities.
2. The degree of unsafe conditions resulting from such emergency as it relates to employees performing their duties.

ITEM 4

LOCAL LEAVE PROGRAM

1. Two weeks before annual leave bidding commences, the USPS will place a posting for 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. This posting will be placed on all bulletin boards and time clocks.

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 Hallandale Florida shall be done on the basis of office-wide seniority by sections as defined below.

B. There will be two (2) bidding cycles for the choice vacation period. Bidding for the first vacation period shall begin on December 1 each year and end by December 15. 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. The employee must have the leave to bid these two weeks. All employees will bid within the section to which assigned as of November 16.

C. For the purpose of bidding annual leave, a section is defined as follows:

1. Clerks--each facility shall be a separate unit.

2. a. For the purpose of clerk annual leave bidding in the Main Office there will be two sections. They will be Section A, and Section B. To determine who goes in what section, it will be numbered by seniority by employee.

Example: Section A will be 1, 3, 5, 7, 9, 11, etc.

Section B will be 2, 4, 6, 8, 10.

b. The above section will be made up of career and non-career.

3. Maintenance--a station shall be a unit.

4. Each additional facility added during the course of the contract will be a separate section.

5. Newly established position, tours, or crafts not properly relating within leave unit as previously defined shall be aligned in a leave unit only after Union's approval.

6. For the purpose of annual leave, special delivery messengers and custodial employees will each be a section.

D. An employee's bid annual leave period will move with him if he changes sections. This move will not create a vacant leave period in the section left nor will it increase the maximum percentage allowed off office-wide.

E. Annual leave bid period or a portion of it may be cancelled provided the employee submits written notice to their immediate supervisor seventy-two (72) hours prior to the leave to be vacated.

F. 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 or less short of the amount of leave bid, the remainder will be granted LWOP.)

G. The procedures for submission of applications for annual leave during the choice vacation period after the bidding cycle is completed and the leave slot is filled:

1. Employees may submit Form 3971 for leave, directly to the immediate supervisor (that supervisor who retains direct responsibility for that day) for action at least the Tuesday prior to week requested. 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.

H. No employee will be required to work a 6th or 7th day on overtime or their holiday or designated holiday if any of these days are in conjunction with approved annual leave.

ITEM 5

DURATION OF CHOICE VACATION PERIOD

The choice vacation period will be December 26 through Thanksgiving Week.

ITEM 6

BEGINNING DAY OF EMPLOYEE VACATION PERIOD

Employees vacation period shall begin on Monday. Employees with a week or more of scheduled annual leave shall not be required to work the holiday contiguous to the beginning or during the approved leave period or their non-scheduled days.

ITEM 7

TWO SELECTIONS DURING THE CHOICE VACATION

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

Jury Duty and convention leave will not be charged to the choice vacation period. An additional employee (1) of the clerk workforce will be allowed annual leave to participate in a State or National Convention.

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

- A. First Saturday of November through Thanksgiving Week - 9%
- B. December 26 up to the first pay period in May - 9%
- C. First pay period of May through the first Saturday of November - 16%
- D. When applying the percentage requirement, any fraction of .50 or above will be rounded to the next higher number
- E. The clerk complement on November 16 will be used for computing above.

ITEM 10 OFFICIAL NOTICE OF APPROVED VACATION

The choice vacation period selection results will be posted on the bulletin board.

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

APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

After the one bidding cycle for choice vacation periods has been completed, an employee will be granted incidental annual leave requested during the choice vacation period provided:

- A. P.S. Form 3971 is received by the supervisors by the Friday prior to the schedule posting for the period requested.
- B. The employee has sufficient annual leave to cover the period requested.
- C. The leave requested is for at least one (1) work days.
- D. Approval of the leave will not cause the total number of employees allowed off in the leave unit to exceed the established percentage.
- E. Incidental annual leave may be cancelled provided the employee submits written notice to their immediate supervisor seventy-two (72) hours prior to the leave to be vacated.

ITEM 13

HOLIDAY SCHEDULE

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:

- 1. All career employees by tour who wish to volunteer on their holiday or designated holiday by seniority.**
- 2. 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.**
- 3. All non-career employees, even if overtime is required, consistent with National Agreement Article 11.6.B.**
- 4. Career employees in inverse order of seniority and would be working on what otherwise would be their non-scheduled workday.**
- 5. 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 facility and section for the purpose of administering the overtime desired list. A section shall be defined as follows:

1. Each facility.
2. Within each facility
 - A. Window and window distribution clerks
 - B. Distribution clerk, no flexible credit assigned

B. The employer will notify the employee 1 hour prior to his/her end tour.

C. On each succeeding quarter for the overtime desired list, that same employee name will automatically be carried over to the new overtime list. 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 name, if desired, to the overtime list.

D. Employees wishing to be removed from the list must submit in writing their request to their immediate supervisor. Employees should retain a copy.

ITEM 15

LIGHT DUTY ASSIGNMENTS

Due to installation size actual assignments cannot be reserved, however, items 16 and 17 will apply.

ITEM 16

LIGHT DUTY ASSIGNMENTS

Employees requesting light duty status will be assigned to those duties for which they are qualified and as their physical condition permits.

ITEM 17

LIGHT DUTY ASSIGNMENTS

A. The following duties are designated as light duty assignments in the clerical craft for ill or injured full time and part time employees.

1. Distribution of letter size mail
2. Distribution of flat mail
3. Boxing mail
4. Labeling distribution cases

5. Batching mail

B. Light duty work will be considered PS Forms 3519, PS Forms 3547, nixie mail and lost and found mail. No clerk will be denied light duty because of lack of work due to other crafts doing this work.

C. The employer shall put incapacitated employees on light duty assignments immediately upon determination of their specific capabilities.

ITEM 18 EXCESSING

The main office covered by this agreement shall be considered as one section for the purpose of excessing. Each station, branch, annex, etc. shall be a separate section.

ITEM 19 ASSIGNMENT OF EMPLOYEE PARKING SPACES

Spaces designated for employee parking shall be on a first come first serve basis, except for the Postmasters parking space.

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 8.

ITEM 21 OTHER ITEMS

A. Seniority list will be updated in January and July each calendar year and a copy forwarded to the local President, APWU. (Article 37.2.C)

B. A Labor Management Meeting will occur if, and only if either side submits written proposals at least 72 hours in advance of the meeting. If scheduled, this meeting will be held on the third Friday of every other month beginning in January.

C. A 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. training is a requirement to qualify on a portion to an existing duty assignment.

4. change of principle assignment area (other than main post office).

D. Clerk bids will remain posted for ten (10) days. (Article 37.3.D)

E. The successful bidder will be placed in the new assignment within ten (10) days. (Article 37.3.F.2)

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

G. If the decision is to repost an occupied duty assignment and there are two or more identical assignments (hours, off days, and duties) within the section, the duty assignment of the junior incumbent of such assignment will be reposted.

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

A. REST BREAKS

All crafts represented by APWU will receive a **fifteen (15)** minute break after approximately two (2) hours of work. Approximately two (2) hours of work is defined as between 1:45 and 2:15. Overtime breaks will be administered as stated above.

B. Definition of Tour

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.

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

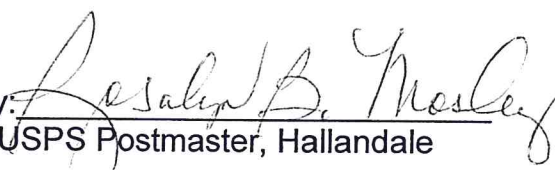
SEPARABILITY

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, Hallandale

AMERICAN POSTAL WORKERS UNION

By: 
Carolyn Pierce, APWU President