

LOCAL MEMORANDUM OF UNDERSTANDING  
2010 - 2015  
between

THE UNITED STATES POSTAL SERVICE  
and  
THE BROWARD COUNTY AREA LOCAL APWU  
HOLLYWOOD, FLORIDA

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

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## ITEM 1 WASH UP TIME

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

## ITEM 2 FIXED OR ROTATING DAYS OFF

A. The regular work week for full time bargaining unit employees shall be five (5) work days in the service week with fixed days off.

B. All non-scheduled days for full time regulars shall be fixed and listed in job descriptions when posted for bid.

## 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. The decision for the curtailment or termination of Postal operations will be guided by the order of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. 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, the Postal Service telephones will be open for employees to call for information.

B. Employees involved in actual emergency situations will take immediate action to protect themselves and the mail. Under such circumstances, management will be advised as soon as possible.

C. Curtailment of operations may include any terrorist threats or activities of chemical, biological, or other various sources.

## ITEM 4 FORMULATION OF 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. BID ANNUAL LEAVE

1. **Bidding commences on December 1<sup>st</sup> and continues for ten (10) calendar days for first bidding of annual leave of whole weeks. (Exception: if December 1 falls on a Friday or Saturday, the bidding will be for twelve (12) 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 unit to which assigned as of the second Saturday in November. **Career and non-career employees will bid in unit to which assigned. The second ten (10) days of bidding will begin immediately after the conclusion of the first bidding process for annual leave of whole weeks. (If the first bidding process concludes prior to dates allotted, the parties may agree to begin the second bidding.)** The maximum number of weeks an employee can bid during second bidding is two weeks. They must have the leave to bid these weeks.

#### B. VACATION LEAVE PROGRAM

1. Each employee shall be responsible for planning his vacation period in accordance with his personal desires subject to the approval of his 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.

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

##### A. CLERKS

1. Main office by tour	
Distribution Clerks	14% by November 16
Timekeeping	"
Passport/Claims	"
Office Support	"
Special Delivery	"
Main Office Window Clerks	"
Self Service Postal Tech.	"
Registry Cage	"
Hollywood Hills	"
West Hollywood	"

Pembroke Pines	"
Hillcrest	"
Central Hollywood Annex	"
University Postal Store	"
Flamingo Branch	"
Miramar	"
Chapel Lakes	"

The number of employees allowed off in each section is 14% (for the four full weeks in December it is 10%) which will be adjusted each year as the complement changes.

2. A station, branch or annex shall each be a unit.

3. Each additional station or branch added during the course of this contract will be an individual unit.

**B. Maintenance**

By tours, by occupation group

The number of employees allowed off in each section is 14% (for the four full weeks in December it is 10%) which will be adjusted each year as the complement changes.

C. Each and every craft added during this contract will be by craft and tours.

3. A. Reassignment of employees from one leave unit to another unit after the initial bidding will not result in vacated leave periods. Employees transferring from one unit to another retain the original bid-in leave period.

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

C. Employees desiring to cancel leave will do so in writing. Such requests shall be submitted in triplicate to his immediate supervisor. Triplicate copy will be routed to APWU through the General Clerk, immediately after it is approved.

4. Immediately after 1<sup>st</sup> and 2<sup>nd</sup> bidding, management will post a copy of those weeks already bid during each bid cycle with a copy sent to the Union.

**C. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR INCIDENTAL ANNUAL LEAVE DURING THE CHOICE VACATION PERIOD**



1. 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 the Tuesday prior to leave requested. Application 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 the supervisor 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.

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

A. P.S. Form 3971 is received by the supervisor by at least the Tuesday prior.

B. The employee has sufficient annual leave to cover the period requested.

**C. The leave requested may cover any increments of leave.**

D. Approval of the leave will not cause the total number of employees allowed off in the leave unit to exceed the established fourteen (14) percent (for the four full weeks in December it is 10%).

3. Any employee may cancel his/her leave 72 hours in advance. It will be the responsibility of the supervisor in charge of the section to repost the leave in question for the remaining employees to bid on.

4. Any employee may cancel his/her leave 72 hours in advance. A copy of the 13 canceling leave will be forwarded to the Union Hall immediately. The cancelled leave will be posted the day following the date the leave was cancelled except Sunday or a holiday. In the case of Sunday or holiday, the leave will be posted the day following the Sunday, or holiday. The cancelled leave will be posted for three days excluding Sunday and holidays. The cancelled leave will be awarded by seniority following the three days.

5. The employee will not be required to work a 6th or 7th day on overtime or on their holiday or designated holiday if any of these days are in conjunction with approved annual leave.

## ITEM 5

### THE DURATION OF THE CHOICE VACATION PERIOD (S)

Vacation period has been determined to be the entire calendar year.

## ITEM 6

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

Each vacation period will begin on Monday and end on Sunday. An employee scheduled off Tuesday, Wednesday, Thursday or Friday may request a schedule change to be off Sunday and Monday for his own convenience for vacation purpose.

#### 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.

#### ITEM 8

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

An employee called for military duty or jury duty during a bid-in vacation in this period shall be given the opportunity to take annual leave in an amount equal to that used for such duty, during this vacation period, service requirements permitting.

#### 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 allowed off in each section is 14% (for the four full weeks in December it is 10%). In applying the 14% or 10% requirement, any fraction of .50 or more (rounded rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one employee (APWU) will be granted leave where 10 or less employees are permanently assigned (excluding casuals).

B. The 14% or 10% shall be applied to all sections and any other station, branch, annex or detached postal store added later.



## ITEM 10

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

Immediately after 1<sup>st</sup> and 2<sup>nd</sup> bidding, management will post a copy of those weeks already bid during each bid cycle with a copy sent to the Union.

## 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.

<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

Employees may submit 3971 for leave the Tuesday prior to the week in which the leave is requested. If it does not exceed the established percentage for that period, the leave shall be approved.

## ITEM 13

### THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

A. Management shall determine the number and category of employees needed for holiday work and for days designated an individual employee's holiday and shall schedule employees by the following priorities:

- 1. Career employees in order of seniority, who have volunteered to work the holiday or their designated holiday when such a day is part of their regular work schedule.**
- 2. All other career volunteers in order of seniority. In the case of such full-time volunteers, they are scheduled to work their non-scheduled workday.**



3. All non-career employees, even if overtime is required, consistent with National Agreement Article 11.6.B.
4. Career employees who have not volunteered and who will be working on what would otherwise be their non-scheduled workday. In the case of such full-time employees, they will be scheduled in order of inverse seniority.
5. All other career employees who have not volunteered (scheduled in inverse seniority).
6. The defined sections, as sections, shall be limited to Article 8, Section 5.B.

#### ITEM 14

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

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on the Overtime Desired List. An employee must sign up for the overtime list during the last fifteen (15) days of the quarter. On each succeeding quarter for the overtime desired list, that same employee's name will automatically be carried over to the new overtime list. 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.

B. Overtime Desired Lists shall be as follows:

1. Main Office--by tours
2. Each station, branch, annex or detached postal store
3. Any future facility added

C. 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.

D. The overtime desired list shall be posted in each section and a copy shall be supplied to the APWU.

E. If mandatory overtime is necessary, Article 8 of the National Agreement shall apply.

F. 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.

**G. PSE's who become career during a quarter shall have 10 days to submit their name to be added to the overtime desired list.**

**ITEM 15, 16, 17**

**THE NUMBER OF LIGHT DUTY ASSIGNMENTS; METHOD OF RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED; IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY**

Each case shall be considered on an individual basis and the employee will be assigned to perform those duties he is capable of doing in his own craft considering his condition, medical advice, training, or experience. Every effort shall be made to avoid crossing craft lines. Assignments to light duty shall be in accordance with Article 13 of the National Agreement.

**ITEM 18**

**IDENTIFICATION OF ASSIGNMENTS**

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

**1. Clerks**

Hollywood Main Office will be a separate section by tour and level. Each station, branch or annex will be a separate section by tour and by level.

**2. Maintenance**

Maintenance shall be a section by occupational group by facility and by tour and level.

**ITEM 19**

**ASSIGNMENT OF EMPLOYEE PARKING SPACES**

The installation head will designate the parking areas available for employee parking. Parking in these areas will be on a first come, first serve basis.

**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**

- 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 delegates to any Union Conventions (Assembly) shall be limited to four (4) delegates, one delegate representing each craft.
- C. The limitation of four (4) 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 21

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

#### A. Overtime

- 1. The Employer shall give at least one (1) hour advance notice when an employee is required to work overtime at the end of his/her tour. When less than one (1) hour is given, an employee shall not be required to work.

#### B. Discipline

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

#### C. Representation

- 1. APWU-Labor/Management meetings to be scheduled on an as-needed basis as requested by either party.

#### D. Bulletins

- 1. Postal Bulletins, Regional Bulletins, etc. shall be made available to the union.

#### E. Bulletin Boards

- 1. The APWU will be provided a Bulletin Board in each classified Unit and two (2) locations in the Main Office; one on the workroom floor and one approximately 4' x 8' in the employee swing room. There will also be allowed a filing cabinet in the area designated for training specifically for and owned by the APWU for Union business.

#### F. Clerk Craft



1. The installation head will post and furnish three (3) copies of an updated seniority list to the Union on a quarterly basis. Copies will be posted on official APWU bulletin boards, in the Main Office and all classified Branches and Stations, etc. One (1) copy of Tour Schedules will be furnished every two (2) weeks.

2. The following reasons shall constitute sufficient cause for assignment to be reposted:

- A. Any change in scheme requirements.
- B. Any change in principal assignment area or areas.

3. If USPS desires to reduce scheme requirement, skill, or flexible 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.

4. No assignment will be posted because of change in starting time, unless this change exceeds one (1) hour. If during the life of this agreement, there are cumulative changes in the starting time which exceed one (1) hour, the assignment must be reposted. The incumbent shall not have the right to retain his or her bid position due to its reposting as a result of change in starting time.

5. All notices inviting bids for Craft assignments shall be posted on the appropriate official bulletin boards. A copy will be sent to the APWU. The notices shall remain posted for ten (10) days.

6. The successful bidder must be placed in the new assignment within seven (7) days. When there are recognized reposting times for part-time flexible in offices of less than 200 man years, applications for desirable reporting times may be made with management. No posting is required by Management and requests granted will be Senior Qualified, if a guide is needed.

7. The USPS will provide the senior pool and relief clerk (not covering a vacant position) the opportunity to accept or reject a new assignment, except if the senior pool clerk is the only pool clerk available. This process will not create a domino effect.

8. The designated agent of the APWU may use the Public Address System to announce times and dates of regular and special Union meetings. The announcement will be in writing, approved by the Postmaster, or his designee, and presented without deviation.

**9. 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.**

## G. Maintenance

The successful bidder must be placed in the new assignment within seven (7) days.

## H. Miscellaneous All Crafts

1. 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.
2. The following reasons shall constitute sufficient cause for assignment to be posted:

Change of principal assignment area.

3. 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.

## ITEM 22

### 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.

C. All future mechanized or automated machine operators shall receive a 15 minute break after approximately two (2) hours work on the machines.

**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, Hollywood

AMERICAN POSTAL WORKERS UNION

By: 

Carolyn Pierce, APWU President