

LOCAL MEMORANDUM OF UNDERSTANDING  
20010-2015

between

THE UNITED STATES POSTAL SERVICE

and

THE BROWARD COUNTY AREA LOCAL APWU  
POMPANO BEACH, 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

#### WASH-UP PERIODS

- A. Employees who perform dirty work (e.g. distribution of flats, newspapers, parcel post, sacks, etc.) or toxic work will be granted a reasonable wash-up period before lunch, and end of tour.
- B. Maintenance craft employees will receive wash up before breaks, lunch and end of tour.
- C. Employees shall be allowed to wash their hands every two hours and other times as appropriate.

### ITEM 3

#### EMERGENCY CONDITIONS

- A. 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.
- B. The South Florida District policies on emergencies, as well as the District's official radio and television station for above-related information shall be the policy for the Pompano Beach Post Office.
- C. It will be the decision of the local installation head to curtail or terminate postal operations in conformance with orders of local, state and/or federal authorities or because of the existence of a local emergency condition, including bomb threats, hurricanes, terrorist threats or activities of chemical, biological or other various sources. In the case of a bomb threat, the building shall be evacuated immediately. This determination will be made giving primary consideration to the safety and welfare of the employees.

### ITEM 4

#### FORMULATION OF LOCAL LEAVE PROGRAM

- A. Vacation scheduling of employees in Pompano Beach shall be done on the basis of office-wide seniority within each section as defined for leave purposes. The seniority list for each section will include all career and non-career assigned to that leave section.**
- B. Clerks--For the purpose of bidding annual leave, a facility will be a unit; and within each unit, the following sections are defined for leave purposes:

1. Window (employees with fixed credits)



2. Window Distribution (employees with fixed credit and scheme(s))

**3. Mail Processing clerks by scheme and/or automation.**

4. Executive aids (accounting, general office, claims, bulk mail, personnel and their assigned replacements stated in bid).

C. Maintenance-Each office will be a separate section for bid annual leave by occupational groups.

D. Special Delivery --- City Wide for life of present National Agreement

THE ABOVE SECTIONS ARE DEFINED FOR LEAVE PURPOSES ONLY.

**E. Bidding for vacation periods shall commence on December 1<sup>st</sup> of each year for the following year. The bidding shall be completed within 15 days.**

- a. **All career and non-career employees will bid within the leave unit that coincides with their current assignment or bid as of the second Saturday in November.**
- b. **The second round of bidding will consist of each employee shall receive two additional weeks provided:**
  - i. **The employee has the appropriate leave to cover all choices**
  - ii. **The additional leave will not exceed the percentages allowed off in each unit.**
  - iii. **The selection will be for whole weeks.**
- c. **The two additional weeks may be taken consecutively or separately.**

F. Part-time regulars or any other category who earns leave shall be placed in that category based on their skills. In the absence of qualification, the assignment shall be the criteria for assignment.

G. Newly established positions or tours not properly relating within leave section as previously defined shall be aligned in a leave section by mutual agreement.

**H. 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.**

**D. Vacation bidding done in December as specified in Items 9 and 12 will be charted in units of whole weeks.**

I. Annual leave will begin on Monday and end on Sunday.

J. Method of bidding

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 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 (a lesser number of employees may be agreed upon by unit supervisor and unit labor representative) to sign the application, either indicating a choice or initialing the column, "No Leave Requested". Part time employees will bid within unit after full time employees.
4. Reassignment of employees from one leave unit to another unit after the initial bidding will not result in vacated leave periods.
5. Employees transferring from one leave unit to another unit after the initial bidding will not result in vacated leave periods.
6. 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.

**B. When incidental 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.**

**All requests for incidental leave will be collected by the USPS and a decision will be made by seniority at the close of the business day.**



7. Employees desiring to cancel leave will do so in writing. Such request shall be submitted in triplicate to a supervisor. Said supervisor will approve the employee's request to cancel leave. A copy will be routed to the APWU local office immediately.

8. 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.

9. In the event charted vacation time is not wanted or used by the clerk, the turned back time will be offered for selection and charted as soon as possible. It will be offered on a seniority basis starting with the employee immediately junior to the employee who turned back the leave.

10. A current chart shall be kept at all stations and posted for the entire year. Also, the Union shall receive a copy of said chart within 2 weeks after close of annual leave bidding. No clerk shall be required to make any selections other than his original request without seeing what choices are available.

11. For the purpose of charting annual leave only, the person who wants to drop down in seniority to coincide with their spouse or another person of lower seniority must notify the person charting annual leave. Any clerk dropping down in seniority must make all of his choices for annual leave during the charting period for that year from the lower seniority standing.

#### ITEM 5

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

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

#### ITEM 6

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

A. Annual leave will begin on Monday and end on Sunday.

**B. No employee will be required to work their sixth or seventh day or holiday if they have annual leave for the entire day in conjunction with their non-scheduled day or holiday or designated holiday (Example: either preceding and/or following).**

C. However, if they so desire, employees on the overtime desired list may advise their supervisor in writing of their availability to work a non-scheduled day that is in conjunction with 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. All career employees and non-career 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. All career employees and non-career employees** who earn twenty (20) or twenty six (26) days of 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.

C. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

#### ITEM 8

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

A. An employee called for military duty or jury duty during a bid-in vacation period shall be given the opportunity to take annual leave in the amount equal to that canceled for such duty. The annual leave shall be approved provided it does not exceed percentage off allowed during bid vacation.

B. Union delegate(s) to state or national conventions (assembly) shall be granted leave (annual leave or leave without pay at employee's option) which shall not be charged against the delegate's choice period or the leave unit for period in question. The delegate(s) to any union convention(s) (assembly) shall be limited to 3 delegates. Other delegates or employees who want to attend above mentioned conventions (assembly) shall be permitted to do so, business conditions permitting.

C. The Union should, when possible, advise the employer of number of delegates and convention (assembly) dates prior to charting leave.

#### ITEM 9

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

A. During the choice vacation selection period, 15% of the work force will be granted annual leave, during the months of June, July and August. For the months January, February, and



March the percentage off will be 11%. For the months April, May, September, October and November, 13% will remain in effect as the number off. Also, for the week beginning the Saturday after Christmas, the allowed off will be 11%.

B. The authorized percentage of employees allowed off during the choice selection period will be rounded off. Zero to .4 percent rounded down to; .5 to .9 percent, rounded up.

#### **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 submit a 3971 acknowledging the successful bidding of their leave time and it will be returned to them approved.**

**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.

<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

Except as otherwise specified in the Postal Bulletin.

#### **ITEM 12**

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

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

1. P.S. Form 3971 is received by the supervisor at least five (5) calendar days in advance.
2. The employee has sufficient annual leave to cover the period requested.



3. Approval of the leave will not cause the total number of employees off in the leave unit to exceed the established percent as defined in Item 9.

A. This percent will include employees who have brought approved annual leave with them by transferring into the leave unit after vacation bidding.

B. This leave (outside of regular bidding) will not be carried with the employee if reassigned to a new leave unit where it would result in exceeding the authorized percent.

C. Request for leave will be on first come first serve basis. First come first serve will be defined as request submitted by the close of business. Leave request submitted on the same day will be determined by seniority.

B. Employees may submit Form 3971 for leave, other than for vacation bidding, to a supervisor for approval. Application should be submitted not later than five (5) 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 the supervisor to approve or disapprove the request and return a copy to the employee within the three (3) day limit will mean that the leave requested is automatically approved.

#### ITEM 13

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

A. A list shall be posted one week prior to scheduling of the holiday requesting volunteers. The list shall remain posted until the close of business on Monday of the service week preceding the holiday.

**B. 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

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

A. The overtime list shall be maintained by section and the Main Pompano Post Office shall be a section.

B. The Overtime Desired List will be implemented separately in each office (main, annex, station, branch and detached postal store). The Overtime Desired List shall be maintained by sections and the Main Pompano Post Office shall be a section.

C. For the purpose of administering the Overtime Desired List, a section shall be defined as follows:

1. Each facility shall be a section.

D. 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.

E. Employees shall be given at least one hour notification of overtime. If the one hour notification is not met, it will be the employees option to stay.

F. Employees who change tours, facilities, will have up to 10 calendar days to submit their name to be added to overtime list.

G. An employee on the overtime desired list who subsequently submits 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 3189.

H. An employee will not be required to work overtime if the day in question is employee's or spouse's birthday or anniversary, according to the needs of the Service, provided employee gives 7-day notice.

I. Updated overtime desired list(s) shall be posted in each facility and cop(ies) shall be supplied to the APWU by the end of the first day of the new quarter.

J. Employees on an overtime list will be automatically carried over into the next quarter unless the employee requests in writing to be removed from the overtime desired list. Employees may place their names on the overtime desired list anytime within the 2 (two)



weeks prior to the beginning of the quarter. When a PTR/PTF employee makes full time, they will have 10 (ten) days to submit their name for inclusion to the overtime desired list.

K. The overtime desired list for the maintenance craft shall have two separate lists – an office- wide list and a citywide list.

#### ITEM 15,16,17

#### LIGHT DUTY ASSIGNMENTS

A. Light duty for all crafts represented by APWU shall be as follows:

- A. Zip coding
- B. Assisting nixie clerk
- C. Assisting timekeeper
- D. Working in box section
- E. Assisting general clerk
- F. Answering telephone
- G. Any other duty for which the employee is qualified and able to perform.

B. No employee will be denied light duty because of lack of work due to other crafts doing this work.

C. Light duty for maintenance craft shall be dusting, scouring and/or light sweeping.

D. These are temporary assignments and will be used for light duty when the need arises and consistent with work available.

E. When employee meets requirements of Article 13, Section 2, he/she will be given a response within 3 days, excluding weekends and holidays.

F. Light duty work will be offered on a first in, last out basis.

#### ITEM 18

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

A. The definition of a section for the purpose of excessing will be the following.

Each station, branch, annex, detached postal store, and the main office will be individual sections.



ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

A. Where parking facilities are available, it shall be on a first come first served basis.

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.

C. Interpretation: Available or unoccupied space is one that is empty upon his arrival.

ITEM 21

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

A. A bid box shall be clearly labeled as such and shall be permanently affixed in a conspicuous place in each section. It shall be locked and slotted. Bids submitted in writing through these boxes will be considered. Bids will be sent to the Main Office in a registered envelope signed by one management and one craft employee. They will record the number of bids sent. At the Main Office, one craft employee will witness the number of bids removed from bid box.

B. The definition of section for this item will be as follows:

1. Main Office
2. Station
3. Branch
4. Annex
5. Detached Postal Store

C. A duty assignment shall be reposted if the duties which are added require formal training or a qualification by the employee.

D. A duty assignment will be reposted if the starting time is moved more than one hour either side of the original reporting time. Any permanent change of less than one hour must be sent to the APWU.

E. Change of facility will constitute a reposting. Exceptions may occur with expansion or new facilities upon agreement by both parties.

F. 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.

G. Whenever a person's duty assignment has duties added to it which require specialized training and these duties entail a weekly use of approximately 20% of the work week for a period of 60 days, this duty assignment shall be reposted.

H. The USPS will provide the senior pool and relief clerk available (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.

#### I. Rest Breaks

1. All employees will receive a ten (10) minute break after approximately two (2) hours of work., Approximately two (2) hours work is defined as between 1 hour and 45 minutes to 2 hours and 15 minutes.

2. The number of authorized breaks will not exceed two (2) per eight (8) hour day of work. Breaks will not be combined or in conjunction with lunch.

#### ITEM 22

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

A. Posting period shall be of ten calendar days during duration using noon as the starting and ending times for bidding. Bids shall be posted so as not to end on Sunday or Holidays.

B. Transfer in assignment resulting from bid awards shall become effective no later than seven (7) days for lateral assignments following the bid award.

C. Bid postings will be sent to Branches with a 2-day lead time.

D. When employee's bid position is going to be reposted, they will be notified in writing, along with the APWU.

#### E. Seniority --Probationary Period

1. Advance notice will be given to Union when probationer's name is to be added to the seniority list.

F. 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.

G. After alerting their immediate supervisor at the home station by telephone, finance station employees shall be allowed to fax form 3971 and 3189 for submission for approval. This shall act as receipt of submission.

**H. The Union will be able to provide meaningful input on all bid duty assignments no less than two days prior to the jobs being posted.**


**I. 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.**

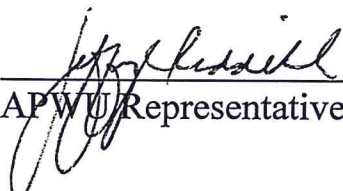


2011 Local Negotiations  
Pompano Beach

Item 22

The lettering of Item 22 will be changed to reflect the deletion of section E and G in order to keep continuity.

  
\_\_\_\_\_  
USPS Representative

  
\_\_\_\_\_  
APWU Representative

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.

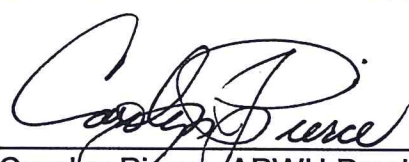
### **DURATION**

The presently effective 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 Plant Manager, Pompano Bch

AMERICAN POSTAL WORKERS UNION

By:   
Carolyn Pierce, APWU President