

LOCAL MEMORANDUM OF UNDERSTANDING
2010 - 2015

between

THE UNITED STATES POSTAL SERVICE

and

THE BROWARD COUNTY AREA LOCAL APWU
DEERFIELD BEACH, FL

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

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Separability and Duration

LOCAL MEMORANDUM OF UNDERSTANDING

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

Any clerical employee required to perform dirty work such as distributing sacks to the carriers, distributing flats and newspapers, etc., or working with toxic materials will be granted a reasonable amount of wash-up time before lunch and end of tour.

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, state and/or federal authorities or because of the existence of a local emergency condition, including bomb threats, hurricanes, or threats from terrorists which include activities of a chemical or biological danger. 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.

B. In the event postal operations are curtailed due to an act of God or for any reason, 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.

D. Employees will call the USPS National Emergency Hotline, 1-888-363-7462, to receive information concerning Postal Operations.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

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

B. Bidding for vacation periods shall commence on December 1st each year for the following year. The first bidding shall be completed within 15 days. 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.

C. 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.

D. 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.

E. 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. Bids received during this period shall receive priority in the assignments of annual leave. Employees, by seniority, will be given first choice to bid on vacation period(s). PTF's will bid in order of standing on PTF roster. All employees will bid within unit to which assigned as of November 16. PTF's will not have a separate P/L or unit. If assignment to a unit is in question, assignment will be made based on employee's skills.

F. For the purpose of bidding annual leave, a unit is defined as follows:

1. Clerks—Main Office shall be a unit; the Carrier Annex and Village Station shall be considered one unit. Any new facility established in Deerfield Beach will be considered a separate unit. Within the unit, window or window distribution shall be a unit, distribution shall be a unit. Any employee assigned a cash reserve or fixed credit shall be assigned to the window or window distribution unit.

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

G. Positions, tours or crafts not properly relating within units as previously defined shall be aligned in a leave unit only after Union's approval.

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

I. 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 lists (regulars and part-time flexibles). Regulars will include full-time regular, full-time flexibles and part-time regulars.

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 ten (10) employees (or mutually agreed upon by leave unit supervision and unit labor representative) to sign the application, either indicating a choice or initialing the column, "No Leave Requested." Part-time flexible employees will bid within the unit after regular employees.

J. 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 vacation period.

K. Any approved annual leave 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.

L. 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 immediately. A copy will be routed to the APWU local office immediately.

M. 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.

N. In the event charted vacation time is not wanted or used by the clerk, the turned back time will be offered immediately 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.

O. 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.

P. After completion of the bidding cycle for choice vacation periods 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 at least one (1) workday.

4. Approval of the leave will not cause the total number of employees allowed off in the leave unit to exceed the established percentage off as per Item 9 of the Local Agreement.

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

B. Said leave (after regular bidding) will not be carried with the employee if voluntarily reassigned to a new leave unit where it would result in exceeding the authorized percentage off.

C. Upon the voluntary reassignment of the employee into a different section, the employee's selection becomes vacant and available to other employees in the losing section.

D. Request for leave will be on a first come, first served, basis. First come, first served, will be defined as requests submitted by the close of business. Leave request submitted on the same day will be determined by seniority.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

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

ITEM 6

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

A. Annual leave shall start after the employee's two consecutive off days. The employee with split off days shall begin on a Monday.

B. PTF's who have a week or more of approved annual leave in full week increments, shall be given the option of being scheduled off on Saturday/Sunday of the following week provided the leave is through Friday.

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 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. No employee can bid three separate weeks.

C. After completion of bidding for choice vacation period, employees who earn 20 or 26 days of new annual leave per year will be permitted to choose other periods of leave, up to annual leave earned, which does not exceed percent off.

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 jury duty during a bid-in vacation period shall be given the opportunity to take annual leave in the amount equal to that used 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 one (1) delegate. Other delegates or employees who want to attend above mentioned Convention(s) (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. It is agreed that the number allowed off each week within a leave section/unit will be established at sixteen (16) percent. In applying the 16%, any fraction of .50% or more will be rounded up. The percentage will be based on the number of employees on the rolls as of November 16 or the number of authorized positions plus PTF's and TE's, whichever is greater.

B. After the sixteen (16) percent has been determined, for each nine (9) employees in a facility, an additional annual slot shall be granted in each applicable section, e.g. a facility with 13 employees--6 employees in distribution section, 7 in window section.

6 employees in distribution section $\times 17\% = 1$.

7 employees in window section = 1.

13 Total employees in facility = 1.

Therefore there would be a total of 3 employees off, and 2 sections, 1 for the distribution section, 1 for window section would be allowed, the third employee allowed off would be the senior employee applying for annual leave between the two sections. The bump or additional annual leave slot would not apply for the months of December, January, and February.

ITEM 10

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

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

ITEM 11

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

Management is responsible for notifying employee of the new leave year. The methods used shall be by bulletin boards. This shall be done by November 1.

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
<u>2007</u>	<u>PP02/07 January 6, 2007</u>	<u>PP01/08 January 4, 2008</u>
<u>2008</u>	<u>PP02/08 January 5, 2008</u>	<u>PP01/09 January 2, 2009</u>
<u>2009</u>	<u>PP02/09 JANUARY 3, 2009</u>	<u>PP01/10 JANUARY 1, 2010</u>
<u>2010</u>	<u>PP02/10 JANUARY 2, 2010</u>	<u>PP01/11 DECEMBER 31, 2010</u>

ITEM 12

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

Employees may submit Form 3971 for leave, during or outside of choice period 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. When the employer determines the number and categories of employees needed for holiday work, employees shall be scheduled in the following manner:

1. All casuals, even if overtime is needed.
2. Regulars who volunteer to work on their holiday or day designated as their holiday by seniority.
3. Regulars on overtime desired list who volunteer to work on their non-scheduled day by seniority.
4. Regulars who volunteer to work their non-scheduled day by seniority.
5. All PTF's even if overtime is needed.
6. Regulars who did not volunteer for non-scheduled days by juniority.
7. Regulars who did not volunteer for holiday by juniority.

ITEM 14

OVERTIME DESIRED LISTS

A. Overtime desired list will be implemented separately in each office (main, annex, station, branch). Overtime desired list shall be maintained by sections. For the purpose of administering the overtime desired list, a section shall be defined as follows.

1. A. Main Office
- B. Carrier Annex/Village Station
- C. Any new facility established in Deerfield Beach will be considered a separate unit.

B. Employees will have the option of signing one or both of the following lists:

1. non-scheduled day o.t.
2. regular scheduled day o.t.

C. Employees who change tours, facilities, and are already on the overtime desired list, will automatically remain on the overtime desired list on the new tour or at the new facility.

D. 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.

E. 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.

F. 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, 16, 17

LIGHT DUTY ASSIGNMENTS

A. The Postmaster will make every reasonable effort to provide light duty work to an employee submitting acceptable evidence from a qualified physician outlining the employee's physical impairments and expected duration of the limitation. Full-time employees would be given priority to available light duty over part-time employees. Light duty work will be offered on a first in last out basis.

B. Light duty for APWU crafts may include:

1. Nixie/Review mail work
2. Working in the Box Section
3. Answering phones
4. Timekeeping duties
5. Assisting general clerk
6. Any other duty for which the employee is qualified and able to perform.

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

D. Light duty for maintenance craft may include dusting, scouring, and/or light sweeping, and any other duty for which the employee is qualified to perform.

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

ITEM 18

IDENTIFICATION OF SECTIONS

Each station, branch, or facility shall be considered a separate section.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

ITEM 20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Addressed under ITEM 8

2011 Local Negotiations
APWU PROPOSAL
Deerfield Beach

DEE #15

Item 21

Add to Section H

An example of specialized training can be registry cage, passports, etc.

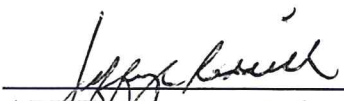
Settled: ✓

Withdrawn: _____

Impassed: _____

Date: 3/9/12


USPS Representative


APWU Representative

ITEM 21

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

- A. Seniority lists will be updated every January and July. These lists will be sent to the APWU immediately thereafter.
- B. Labor-Management Meeting: Management shall meet with the designated agents of the APWU in Labor-Management Meetings once each quarter. Minutes of Labor-Management Meetings shall be kept by both parties and shall be exchanged and initialed by the parties for verification. These agreements shall not be changed without prior notification between parties. It is agreed that agenda items for discussion at the meetings shall be exchanged by the President of APWU (or his designee) at least 48 hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of both parties.
- C. Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of their rights and any change in policy or procedure. One employee will be on the clock for the time necessary, no loss no gain.
- D. 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.
- E. No previously posted position shall be changed in respect to scheme requirement, principal assignment area, duties to be performed, fixed days off, or any combination of the foregoing without consultation or exchange of information as appropriate in accordance with the National Agreement.
- 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. 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 principal assignment area
- H. 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. **An example of specialized training can be registry cage, passports, etc.**

I. Time frame for placement of successful bidder: The successful bidder shall be placed in their new assignment within ten (10) days after named successful bidder.

ITEM 22

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

A. Opening of Bids

1. 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. Rest Breaks

1. All employees 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. The number of authorized breaks will not exceed two (2) per eight hour day of work.

C. Seniority--Probationary Period

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

D. When computerized bidding is in place, the parties will rediscuss the issue of computerized bidding.

E. 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.

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, November 20, 2010, unless extended by agreement between the principle parties at the National level.

UNITED STATES POSTAL SERVICE

AMERICAN POSTAL WORKERS UNION

By: _____
USPS Postmaster, Deerfield Beach

By: _____
Carolyn Pierce, APWU President

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UNITED STATES POSTAL SERVICE

AMERICAN POSTAL WORKERS UNION

By: Richard J. Boyle 4/9/12
USPS Postmaster, Deerfield Beach

OIC

By: Carolyn Pierce
Carolyn Pierce, APWU President