

Hialeah Post Office
Local Memorandum of
Understanding
Between
United States Postal Service
and
Miami Area Local A.P.W.U

May 21, 2015
September 29, 2018

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 11/4/16 at the Hialeah Post Office between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union – AFL-CIO, pursuant to the Local Implementation of the May 21, 2015 through September 29, 2018 Collective Bargaining Agreement.

RECOGNITION

In accordance with the provisions of Article 1 of the Collective Bargaining Agreement, the employer recognizes the American Postal Workers Union as the designated exclusive bargaining agent for all employees in the Clerk, Motor Vehicle and Maintenance Bargaining Unit Craft for which each has been certified and recognized at the National Level.

DURATION

This Memorandum of Understanding shall be in full force and in effect for the duration of the Collective Bargaining Agreement of May 21, 2015 through September 20, 2018.


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ITEM #1

Additional or longer wash-up periods.

The employer or management shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials before lunch and end of tour.

ITEM #2

The establishment of regular workweek of five days with either fixed or rotating days off.

All jobs shall be posted with fixed days off. As far as practicable, the five (5) days shall be consecutive within the same service week.

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.

The determination of what constitutes sufficient emergency conditions to require curtailment or termination of Postal Operations will be made by the Installation Head, who will utilize available information from appropriate authorities. In making such determination, consideration will include the safety of employees. The local Union President will be notified as soon as possible, of the determination. Utilizing available information from appropriate authorities, the installation head will notify the Local President and the available officer/business agent/steward on duty that day.

The decision for curtailment or termination 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. When the decision has been reached to curtail Postal operations, to the extent possible, management will post on USPS Emergency Hotline to inform employees. This decision will be made as promptly as possible with due consideration for the safety and welfare of the employees and the protection of their families and personal property.

Hurricane procedures will be discussed annually, with all employees prior to the official beginning of Hurricane Season. A copy of the information will be provided to the Union Office. When an alleged explosive device has been discovered or a threat has been made against the Postal Facility and verified by the Installation Head, and/or his designee and concurred by Postal Inspection Service, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities. Administrative leave will be granted in accordance with the terms of Section 519 of the Employee Labor Relations Manual (ELM).

ITEM #4

Formulation of Local Leave Program

See Items 5-12

ITEM #5: The duration of the choice vacation period(s)

The choice vacation selection period shall be from January 1st through November 30th and December 26th through December 31. The period immediately after Christmas may begin on December 26 and shall be for five (5) days only. Employees requesting leave during the period of December 26 – 31 for periods of less than five (5) days will be granted incidental leave upon request up to the 15%.

ITEM #6: The duration of the beginning day of an employee's vacation period.

All leaves taken in weekly increments shall begin on Monday and end on Sunday.

ITEM #7: Whether employees at their option may request two selections during the choice vacation, in units of either 5 or 10 days.

Employees, at their option, may request up to two (2) selections during the choice vacation period in units of five (5) or ten (10) days or one continuous vacation period of fifteen (15) days. All vacation selections shall be completed by December 21.

ITEM #8: Whether jury duty and attendance at the National or State Convention shall be charged to the choice vacation period.

Jury duty shall not be included as part of an employee's choice vacation period. The leave percentages will not include Union Leave for Conventions, Conferences and Seminars or other Union Business.

ITEM #9: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Upon request, at least eighteen percent (18%) of each Craft, in each section, will be granted annual leave during the Choice Vacation period of January 1 through the last Sunday in November, fifteen percent (15%) of each craft, in each section, will be granted annual leave during the choice vacation period of December 26 – 31 and November 1st through November 30th.

Any assigned choice vacation selection which is cancelled by an employee and at least one (1) week in advance will be posted for five (5) days for review by the other employees in the leave unit for possible reassignment.

Sections for the purpose of bidding annual leave.

A. Each Station/Branch shall be considered a section for the purpose of bidding annual leave.

B. The Main Office will bid annual leave as follow:
1. Window and Window/Distribution
2. Distribution and Others

C. Maintenance employees: Installation wide

D. In the event that new facilities are opened during the period of this

agreement, the new facility shall be considered a separate section for the purpose of administering leave.

ITEM #10: The issuance of official notices to each employee of the vacation schedule approved for such employee.

Employees shall make their selections of choice vacation leave in accordance with the National Agreement, Article 10, Section 3.D.1 – 4. The guidelines provided below shall be used in issuing choice vacation leave.

For the purpose of planning choice vacation leave, beginning no later than December 1st.

<u>Bright</u>	<u>Carrier Annex</u>	<u>El Mercado F.U.</u>
<u>Hialeah Lakes</u>	<u>Hialeah Main</u>	<u>Miami Gardens</u>
<u>Palm Village</u>	<u>Palmetto Lakes</u>	<u>Promenade</u>

Maintenance

Shall be distributed their appropriate forms by seniority. Each employee has ten (10) days in which to return their vacation slips. Upon receipt of all vacation slips, management shall approve or disapprove the request and post, by seniority, the choice vacation selections up to the established vacation percentage within seventy-two (72) hours of receipt of all the bids.

When a vacation slip is not submitted by the closing date, the employee waives his/her seniority. Unless such untimely vacation submittal is due to extreme, unavailable circumstances, as determined by the union. The employee will be granted their selection after all other employees.

ITEM #11: Determination of the date and means of notifying employees of the beginning of the new leave year.

Determination of the date and notification of employees of the beginning of the new leave year shall be in accordance with Article 10, Section 4A of the National Agreement.

ITEM #12: The procedures for submission of applications for annual leave during other than the choice vacation period.

Employees requesting incidental annual leave must submit, no sooner than sixty (60) days and no later than seven (7) days prior to the date of the leave requested to be guaranteed approval up to fifteen percent (15%). Upon submission employee will receive an approve/disapproved PS Form 3971 no later than seventy-two (72) hours after submission to the unit supervisor. If not acted upon within 72 hours, it will be considered approved.

If incidental annual leave is requested later than seven (7) days but not more than three (3) days prior to the date of the leave requested. It will be up to management's discretion to approve or disapprove the leave. No request will be denied solely based on

untimely submission. Employee will receive an approved/disapproved PS Form 3971 no later than twenty-four (24) hours after submission to the unit supervisor.

If incidental annual leave is requested later than three (3) days prior to the date of the leave requested. It will be given consideration on an individual basis and will be approved/disapproved immediately upon receipt.

The disapprove PS Form 3971 will state the full reason(s) for denial of leave.

ITEM #13: The Method of selecting employees to work on a holiday.

The method of selecting employees to work on a holiday:

1. Full-time and Part-time regular employees in order of seniority who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule. These employees would be working at the straight time rate in accordance with Article 11, Section 4.
2. PSE – Postal Support Employee.
3. All other Full-time and Part-time regular volunteers in order of seniority. In the case of such Full-time volunteers, if they are scheduled to work, and it is what would otherwise be their non-scheduled workdays, they will be guaranteed eight (8) hours at the overtime rate in accordance with Article 8, Section 1 and Section 4.
4. Full-time and Part-time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled workdays. In the case of such full-time employees, they will be scheduled in order of inverse seniority and guaranteed eight (8) hours at the overtime rate in accordance with Article 8, Section 1, and Section 4.
5. All other Full-time and Part-time regulars who have not volunteered (scheduled in order of inverse seniority).

ITEM #14: Whether "Overtime Desired Lists" in Article 8 shall be by section and/or tour.

Use of "Overtime Desired List" shall be established in the following manner.

1. Tour – 2
2. Sections:

Bright

Carrier Annex

El Mercado F.U.

Hialeah Lakes

Hialeah Main

Miami Gardens

Palm Village

Palmetto Lakes

Promenade

A section is comprised of assignments in the Maintenance Craft, such as Custodians and Laborers. All Laborers and Custodians – Tour 2

In the event new facilities are opened during the period of this agreement, the new facilities shall constitute a separate section for the purpose of administering the "Overtime Desired List."

3. Crafts
 - a. Clerk
 - b. Maintenance

4. Scheduling

Management shall make every effort to provide a minimum of one (1) hour notice to employees on duty when overtime is required. In the event that circumstances occur that prevent the one hour provision, the employee will have the option of refusing the overtime without reprisal.

ITEM #15: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

The number of light-duty assignments within each craft or occupational group to be reserved for temporary or permanent light – duty assignment.

ITEM #16: The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.

Article 13, Section 1. Definition of Light Duty – Light Duty is duty which can be performed by an ill or injured employee without creating a hazard to themselves or others.

Article 13, Section 2. When an employee who is injured off the job, applies for light duty submits supportive medical evidence, every effort will be made to assign them to full-time assignments in their craft, at his work assignment, or to related craft duties which he is able to perform.

However, in the event no such assignment is available, provisions of Article 13, national Agreement, shall prevail. No employees will be denied light duty solely because of the number of employees already on light duty. Based on each individual instance, when an employee submits a properly supported request for temporary or permanent light duty every effort will be made to assign the employee within their craft, at their work assignment, or to related craft duties which he is able to perform.

ITEM #17: The identification of assignments that are to be considered light duty within each craft represented in the office.

Light duty assignments may include any job assignment or combination thereof that may be performed within their limitations.

ITEM #18: The identification of assignments comprising a section, when it is proposed to reassign within as installation employee excess to the needs of a section.

For the purpose of administering this item, the Hialeah Installation will be defined as follows:

Each station, branch or finance unit will be a separate section.

<u>Bright</u>	<u>Carrier Annex</u>	<u>El Mercado F.U.</u>
<u>Hialeah Lakes</u>	<u>Hialeah Main</u>	<u>Miami Gardens</u>
<u>Palm Village</u>	<u>Palmetto Lakes</u>	<u>Promenade</u>

ITEM #19: The assignment of employee parking spaces.

The assignment of employee parking spaces will be on a first come basis.

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.

The percentages will not include Union leave for conventions, conferences, and seminars or other Union Business.

In the event that the percentage of employees guaranteed leave during the choice vacation period has not been exceeded by the percentages allowed off for the choice vacation selection, incidental leave requests at least up to fifteen percent (15%) will be allowed off, if requested.

The employer will continue to provide revised schedules for military leave. Employees will be granted military leave on scheduled workdays and will not be required to work overtime on scheduled off days while on military duty.

In the event the percentage does not afford a least one (1) employee leave during the choice vacation period due to the number of employees in the complement, at least one (1) employee will be granted leave, as listed above, as incidental leave or choice vacation selection as requested.

ITEM #21: Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

Maintenance employees will be placed in their new assignments within twenty-one (21) days of the award except in the month of December.

Office Procedures

Employees covered under the terms of the APWU Local Memorandum of Understanding (LMOU) will be given two (2) fifteen (15) minute breaks. If overtime of one (1) hour or more is authorized an additional ten (10) minutes break for fatigue will be granted.

Maintenance

As the maintenance employees' schedules are staggered, their breaks will be scheduled on an individual basis and posted.

Customer Services, Distribution, Other

As the Customer Service employees' schedules are staggered, their breaks will be scheduled on an individual basis and posted. Management will consult with the Union representative in establishing the break schedule.

Labor – Management Committee Meetings

1. Formal Labor – Management Committee: meeting shall be held upon request of either party, not to exceed once per quarter. These formal meetings shall be limited to a duration of two hours unless it is mutually agreed to extend the time. Attendance at the meetings shall be limited to three (3) spokesmen for either party.
2. Agenda items for discussion at the quarterly meetings shall be exchanged at least three (3) days in advance of the meetings.
3. Minutes of these meetings will be kept and six (6) copies of the said minutes will be provided to the Union within six days after the meeting.
4. Exchange of information, or consultation, as appropriate, shall be conducted as needed between Labor-Management meetings.

Item #22: Local implementation of this Agreement relating to seniority, reassignments and posting.

SENIORITY AND POSTING

Changes sufficient to cause the duty assignment to be re-posted.

When any of the following conditions occur, the position shall be reposted except when the employee presently filling the assignment indicates in writing that he/she desires to remain in the assignment as changed.

1. Change in starting time of more than one (1) hour.
2. Change in fifty percent (50%) of duties listed in original posting.
3. Deletion of scheme, due to reduction in mail volume, does not constitute reposting.

A notice shall be sent with prior notification of changes to the Local Business Agent and General President listing all changes and will be subject to union concurrence regarding the acceptance of the bid position by the employee prior to the re-posting of the assignment.

Length of posting:

1. Notices inviting bids shall be posted for ten (10) days.
2. Employees will be placed into bids within twenty-one (21) days of the bid award, except in the month of December.