

***Homestead 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 10/25/16, at the Homestead 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.

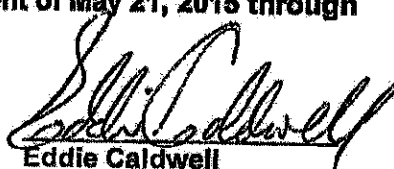
## RECOGNITION

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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Ilia Gonzalez  
Postmaster  
Homestead Installation

  
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Eddie Caldwell  
President, APWU AFL-CIO  
Miami Area Local

  
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Luis Guerra  
Labor Relations Specialist  
United States Postal Service

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## **ITEM #1**

### **Additional or longer wash-up periods.**

With the realization that employees' work exposes them to dirty, and unclean conditions, management will grant reasonable wash-up time to all employees, usually five (5) minutes, prior to lunch, breaks, and end of tour.

## **ITEM #2**

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

The regular workweek for regular employees will be five (5) days with fixed days.

## **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**

For the purpose of administering annual leave, a section is defined as follows:

Florida City – Tour 2

Main Office – Tour 2

Princeton – Tour 2

In the event a new station/branch opens, such station/branch will be established as its own section.

Recognizing Patriotism, the Employer will continue to provide revised schedules for military leave, so as not to require Employees to work their military period as well as their Official days, unless as otherwise requested by the Employee.

To the maximum extent possible, Employees will be excused from overtime and/or regular duty on religious holidays, anniversaries, birthdays, illnesses, funerals, or any other such personal occasions of necessity without reprisal action.

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

The choice vacation periods are the months January 1<sup>st</sup> through November 30<sup>th</sup> and December 26<sup>th</sup> through December 31.

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

The determination of the starting time of an Employees choice vacation period will be on Monday unless otherwise mutually agreed to by Management and the employee.

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

Employees may request two (2) selections during the choice vacation period in units of five (5) or ten (10) days. The total leave approved can not exceed the number of days Authorized in Article 10 Section 3.d.1., 2, or 3 as appropriate.

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

Union leave for conventions, conferences, seminars or other such related Union Business shall not be included in the percentage of Employees allowed off during the choice vacation period. An Employee who is called for jury duty during the Employees scheduled choice vacation period is eligible for another available period provided this does not deprive any other Employee of his/her first choice scheduled vacation.

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

At least 18% of each Craft in each section will be granted annual leave during the months of January through November. At least 10% of each craft in each section will be granted leave during the time of December 26 through December 31. It is agreed that when the percentage of Employees to be granted leave reaches, .5 or above, the number granted leave will be rounded upward.

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

For the convenience of all Employees, a schedule of the approved annual leave for the Choice Vacation period will be posted on the official bulletin board of all Homestead Facilities by December 30, with an official copy maintained in the Postmaster's Office.

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

The Employer will publicize the beginning date of the new leave year by posting notices on the bulletin board by December 1 of the current year.

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

Requests for incidental leave (outside of choice vacation selections) may be submitted anytime after January 1. All PS Form 3971's will be initialed by the Supervisor upon receipt, and verified with annual time and date of receipt, and of decision noted as well on the PS Form 3971. All PS Form 3971's that are denied will state the full reason for denial. If the PS Form 3971 has not been acted on within 48 hours, the annual leave shall be considered approved. No annual leave shall be unreasonably denied. Leave will be granted on a first come, first serve basis, In the event that two or more leave requests are submitted at the same time (within same day) seniority will be the determining factor in approving the requests.

14% Incidental leave shall be granted outside the choice vacation period, however if employees are on extended leave management may charge such leave to the percentage. Incidental leave shall be submitted within 60 and 3 days in advance of requested leave, however, if an Employee submits such request less than 3 days in advance of the requested leave, it shall not be unreasonably denied. All advance commitments for granting annual leave must be honored except in serious emergency situations.

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

As many full-time scheduled employees as can be spared will be excused from duty on their holiday or day designated as their holiday. Management shall determine the number and category of employees needed for holiday work and shall schedule employees with the needed skills by the following priorities:

1. Full-time employees in order of seniority who have volunteered to work on the holiday or day designated their holiday when such day is part of their regular work schedule.
2. PSE – Postal Support Employee, even if overtime is necessary.
3. Full-time volunteers in order of seniority (on their scheduled day off). These employees will be guaranteed eight (8) hours at the overtime rate in accordance with Article 8, Section 2 and Section 4.
4. Involuntary assignments of PTR's even if overtime is necessary.
5. The overtime desired list when it is not their Holiday or designated Holiday shall be used before involuntary assignments.
6. Involuntary assignments shall be made on the basis of inverse seniority. The methods of selecting qualified employees for holiday work shall be by sections and juniority within their section. Before an employee is required to work their holiday or designated holiday, all employees who are normally scheduled off will be called in by inverse seniority.

All Employees required to work their Holiday, or designated Holiday, or what would otherwise be their non-scheduled work day, will report for duty according to the needs of the service, with every effort being made to maintain their normal reporting time, unless assignments are otherwise agreed to by the parties.

Copies of all holiday schedules will be provided to the Union and posted by the Tuesday preceding the Holiday week.

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

Overtime desired lists for all crafts will be by Section and Tour. For the purpose of administering overtime, a Section is defined as:

Florida City – Tour 2

Homestead Main Office – Tour 2

Princeton – Tour 2

In the event that a new station and/or branches open, such station and/or branches will be established as its own section.

The method of selecting Employees to work overtime, as many full-time scheduled Employees as can be spared will be excused from overtime. Management shall determine, the number and category of Employees needed for overtime work and shall schedule Employees with the needed skills by the following priorities:

1. The overtime desired list shall be used before involuntary assignments.
2. Full-time Employees in order of seniority, who have volunteered to work overtime, when such day is part of their regular work schedule.



3. Involuntary assignments of PSE (Postal Support Employees), even if overtime is necessary.
4. The method of selecting qualified Employees for overtime work shall be made by juniority, with necessary skills within a section. In the event that there is a cancellation of day(s) off resulting in overtime after the O.T.D.L. has been utilized, full-time Employees will be allowed to volunteer prior to a PTF being required to work their off day.

Management will provide a minimum of one 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.

All part-time flexible who are converted to either full-time flexible or full-time regular during the quarter, will be allowed to place their name on the overtime desired list within 10 days of the date that they are converted. The effective date to update the overtime desired list will be on the 11<sup>th</sup> day after the date of the conversion.

If the voluntary "overtime desired list" does not provide sufficient qualified people, qualified full-time regular Employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior Employee.

To the maximum possible, Employees will be excused from overtime and/or regular duty on religious holidays, anniversaries, birthdays, illness, funeral, or any other such personal occasions of necessity without reprisal action.

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

Management will utilize those "Light Duty" employees to the maximum extent possible commensurate with work availability and employee's capability.

Light Duty is duty that can be performed by an ill or injured employee without creating hazard to himself or other employees.

When an employee who is injured, or becomes ill on or off the job, applies for light duty and submits supportive medical documentation, every effort will be made to assign him/her work assignments, or to related craft duties, which he/she is able to perform. However, in the event that no such assignments are available, provisions of Article 13 of the National Agreement shall prevail and no employees shall be unreasonably denied light duty. All crafts represented by the APWU crafts before consideration can be given on any light duty requests for crafts outside of the APWU.

Light duty assignments may include, but are not necessarily limited to casing letters, customer services (i.e. answering phones), record filing, directory, clerical duties,

passport appointments, freedom of information inquiries, mail pick-ups and lobby directing.

**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, on their regular tour except in situations where availability of medical facilities is of importance, or to related craft duties which they are able to perform, and to the extent that qualifications can be modified to establish a light duty assignment in their craft and tour. No employee will be denied light duty solely because of the number of employees already on light duty or physical limitations not normally required for the particular job or craft.

A union representative and their immediate supervisor will assist employees to determine their need for light duty assignments and help prepare written requests for assignments to light duty (at the employee's option).

Article 13, Section 4. The light duty assignment shall not be established which would displace an employee on a bid position.

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

Light duty assignments will be the Homestead Post Offices within the employee's restrictions and the needs of the service.

**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 Homestead Installation will be defined as follows:

Clerk Craft

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

1. Florida City
2. Homestead Main Office
3. Princeton

**ITEM #19: The assignment of employee parking spaces.**

The assignment of parking spaces will be on a first come, first served basis, with the exception of those spaces designated by the installation head or his/her designee.

**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 percentage allowed off will not include Union leave for conventions, conferences, and seminars or other Union Business.

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

As an anti-fatigue measure, two (2) ten (10) minutes breaks will be provided to all employees (not to run in conjunction with each other or with lunch), and an additional five (5) minutes for each hour of overtime.

There will be no blanket orders charging all absentees with AWOL, no matter what day the absence occurs.

All applications for Emergency Annual Leave or Leave Without Pay (LWOP) shall be granted the same consideration as applications for sick leave or annual leave. No employee will automatically be charged AWOL because the employee has no leave balance.

Meeting will be held with top level management on a monthly basis if requested. Management agrees to discuss with Union Officials any problem areas as they arise. Both parties will initial Official minutes or agreements.

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

Article 37 – Clerk Craft

2.C., Section 1: Completely new seniority lists shall be supplied to the Union and posted on the bulletin boards on a semi-annual basis.

3.A.4: When adding or cancelling a scheme to a bid, which may require reposting of clerk craft position, the union shall be notified prior to the reposting.

3.A.5: For the purpose of posting bid assignments, reassignments and seniority in Crafts represented by the APWU, the following procedures shall be followed:

Section 1: When it is necessary that fixed scheduled day(s) of work in the basic workweek for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.

Section 2: Should the reporting time be changed by more than one (1) hour from the original starting time but not more than four (4) hours, the incumbent shall have the right to accept or reject this new time at their option. If the employee rejects the new reporting time, the job shall be reposted for bid, and the affected employee will have one opportunity to bid prior to assuming the hour and scheduled days off of the reassignments.

Section 3: When an employee in the clerk craft has their principal work assignment changed by 50% or more, the incumbent shall have the right to accept or reject this new assignment at their option with Union concurrence. If the employee rejects the new reporting time, the job shall be reposted for bid, and the affected employee will have one opportunity to bid prior to assuming the hour and scheduled days off of the reassignments.

3.D.: Notice for posting and bidding for preferred duty assignments shall be posted ten (10) calendar days from the date of the actual protesting.

3.F.2.: The successful bidders of preferred duty assignments must be placed in the new assignment within three(3) Saturdays of the date of the award, except in the month of December.