

**Miami Beach Post Office**

**Local Memorandum Of Understanding**

**Between**

**United States Postal Service**

**And**

**Miami Local, APWU**

**September 21, 2021-September 20, 2024**

# LOCAL MEMORANDUM OF UNDERSTANDING


This Memorandum of Understanding is entered on July 21, 2022, at the Miami Beach 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 September 21, 2021 through September 20, 2024.

## RECOGNITION

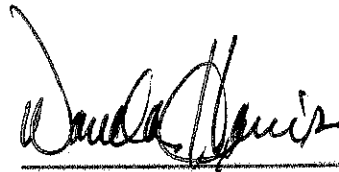
In accordance with the provisions of Article 1 of the Collective Bargaining Agreement, the employer recognizes the American Postal Workers Union as the designated exclusive agent for all employees in the Clerk, Motor Vehicle and Maintenance Bargaining Unit Craft for which each has been certified and 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 September 21, 2021 through September 20, 2024.



Carlisa Brannon  
Postmaster  
Miami Beach Installation



Wanda Harris  
President  
Miami Area Local

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#### ITEM #1

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

Any employee required to perform dirty work or work involving the use of toxic materials will be granted a reasonable amount of wash-up time.

If the duties of a Maintenance Craft employee expose them to grease, grime, dirt, toxic materials, chemicals, etc., the maintenance employee will be allowed wash-up time before lunch and at the end 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 service week, consistent with non-traditional full-time duty assignments described in the Memorandum of Understanding in the Collective Bargaining Agreement.

#### 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

Annual Leave shall be granted to all career employees according to their city-wide seniority, by craft, within the sections to which they are assigned.

In the Clerk Craft, the tour any employee is assigned to will be classified as their regularly scheduled time, as follows:

Tour 2 - starting time between 4:00 a.m. and 11:59 a.m.

Annual leave choice vacation period will be granted by number of employees on the rolls as of January 1.

Should an employee be assigned to a section after the annual leave periods have been assigned to that section's personnel complement, they shall be given the period of their choice provided that it does not cause a change in some other employee's scheduled period. However, every effort will be made to allow the newly assigned (bid) employee to have their choice vacation selection(s) as previously approved in their former position.

Military leave shall not be considered a part of the employee's choice vacation period and such leave shall be granted upon request. An employee desiring leave for military duty may "be" rescheduled if such action can be taken without increasing costs or adversely affecting the service or other employees. Every effort should be made to work out these problems as satisfactorily as possible.

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

In the event an employee requests the leave for cancelled choice vacation selection, and approval of the request would not cause the percentage allowed off to be exceeded, the leave shall be approved, on a seniority basis, provided this does not give the employee a choice vacation selection beyond his entitlement in Article 10, Section 3.D.1 and 2 of the national Agreement. Additionally, the parties agree to adhere to Article 10 Section 4 Vacation Planning of the Collective Bargaining Agreement.

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

Carl Fisher - Tour 2

Miami Beach Main - Tour 2

Normandy - Tour 2

Oceanview - Tour 2

Surfside - Tour 2

## MAINTENANCE CRAFT:

A section is comprised of assignments in the Maintenance Craft, such as Cleaners, Custodians and Laborers.

Miami Beach Main Tour 2  
Normandy Tour 2  
Oceanview Tour 2

## ALL CRAFTS:

Care shall be exercised to ensure that no employee with excess annual leave will forfeit any leave as a result of denied leave.

Employees on temporary light or limited duty who are assigned to a different work assignment during the choice vacation selections will be considered in their normal work assignment for the purpose of administering leave for the choice vacation selection period.

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

The choice vacation periods for crafts represented by the AWPU shall begin on 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.

Whatever beginning day of a vacation period that is requested by an employee will not be unreasonably denied. The employee will not be required to work any non-scheduled days or holidays that are in conjunction with their vacation period. The vacation period shall start on the first day of the employee's basic workweek (Saturday to Friday). Exceptions may be granted by agreement among the employee, the Union Representative and the Employer.

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

An employee, at their option, may request up to two (2) selections during the choice vacation period, subject to Article 10, Section 3.D. of the National Agreement, or said employee may select one continuous vacation period.

### 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 percentage allowed off 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.

At least 18% of each Craft in each section will be granted annual leave during the above Choice Vacation period, if requested.

In applying the percentage, any fraction of .5 or more shall be rounded off upward.

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

For the convenience of the employees, a schedule of the approved annual leave for the Choice Vacation period shall be posted on the official bulletin board at each Station and Branch and Finance Unit. The official copy will be maintained in the administrative and/or manager's office..

If an employee, because of any authorized Leave or LWOP, is absent during the time period when vacation selection forms are being distributed, a vacation selection form shall be sent to the employee's address of record.

If an employee, because of illness or injury, is absent during the time period when vacation selection forms are being distributed, a vacation selection form will be sent to the employee's address of record.

**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 annual leave, outside of choice vacation selection(s), submitted in duplicate between sixty (60) days and four (4) days in advance will either be approved or disapproved within seventy-two (72) hours by the supervisor. If the PS Form 3971 has not been acted on within seventy-two (72) hours, the annual leave is considered approved. In the event that the percentage of employees granted leave during the choice vacation period has not been exceeded, incidental leave, up to the percentage will be allowed off, if requested.

For all other leave requests, (those submitted less than four (4) days in advance), no request for annual leave shall be unreasonably denied. The disapproved PS Form 3971 will be returned immediately to the employee.

All leave requests for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day are to be submitted no sooner than thirty (30) days in advance of the above-said days and will be approved or disapproved no later than 12:00 noon on December 20<sup>th</sup>, on a first-come, first-served basis, by seniority. As many employees as possible will be allowed to observe the above-said days off.



**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 a holiday or day designated as their holiday. Management shall determine the number and category of employees needed for holiday work and for days designated as individual employees' holidays and shall schedule employees with the needed skills by the following priorities: or designated holiday and shall schedule employees to work their Principal Assignment Area as followed:

1. Full-time 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.
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 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.

For the purpose of this Article, the sections outlined in Article 8, Section 4, shall apply.

The manner of determination for volunteers to work their holiday or day designated as their holiday will be accomplished as follows: Two (2) weeks prior to the Tuesday preceding the service week in which the holiday falls, a Holiday Volunteer Desired List will be established for volunteers. Those full-time employees eligible to sign the list and who do so, will be considered volunteers. The Holiday Volunteer Desired List will remain available until 5:00 PM the Friday preceding the service week of the holiday, at which time it will be removed.

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

In the clerk craft, the tour any employee is assigned will be classified as their regularly scheduled time, as follows:

Tour 2 - starting time between 4:00 AM and 11:59 AM

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

Carl Fisher - Tour 2

Miami Beach Main - Tour 2

Normandy - Tour 2

Oceanview - Tour 2

Sunside - Tour 2

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

Miami Beach Main  
Normandy  
Oceanview

All Laborers and Custodians – Tour 2

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

Every effort will be made to reassign employees requesting Light Duty within their limitations, even if such assignments reduce the number of hours of work for the PSE work force. All assignments within the areas covered under the Miami Beach Local Memorandum of Understanding will be considered as possible assignments for the employees.

**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 Miami Beach 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 an installation employee excess to the needs of a section.

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

Clerk Craft

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

1. Carl Fisher
2. Miami Beach Main
3. Normandy
4. Oceanview
5. Surfside

Maintenance Craft

Maintenance occupation group and tour/work location.

**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.

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.

#### Article 35 - Maintenance Craft

Completely new seniority lists shall be supplied to the Union and posted on the bulletin boards on a semi-annual basis.

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

#### CHANGED DUTIES REQUIRING REPOSTING

When Management contemplates changing duties that would cause job to be reposted, copies of said changes shall be supplied to the Individual Business Agent at their work locations for review with copies supplied to the Union Office. This shall be done two (2) weeks prior to implementation of said proposed change.

#### INFORMATION ON POSTING

On all bids, the principle assignment area and/or duties must be listed in the bid assignment and advertisement.

Principle duty assignment shall be defined on bids within each unit, in effect, Window, Secondary Distribution.

#### ADVANCE COPIES OF POSTINGS

Management shall provide the Union Office, with a copy to the Business Agent at their work location, advance copies of all bids to be posted. Said copies shall be mailed at least three (3) days prior to posting.

## GRIEVANCES

If business conditions will not permit immediate attention to a grievance, the supervisor will set a time or notify the Steward when business conditions will permit.

## LABOR-MANAGEMENT MEETINGS

The installation head or his/her designee shall meet with representatives of the APWU, upon request, at a mutually agreed to time and date. The total number of representatives of the APWU is not to exceed four (4). Agenda items for discussion shall be submitted at least 72 hours (3 days) in advance of the meeting.

## PUBLIC ADDRESS SYSTEMS

The designated agent of the APWU may use the public address system to announce times and dates of regular and special Union meetings, and other such special events involving the Union and its members. The announcement will be in writing, approved by the Postmaster or his/her designee and presented without deviation.

## PLACEMENT IN NEW BID ASSIGNMENT

In the Clerk Craft, when the results of a bid are posted, the successful bidder must be placed in the assignment within three (3) Saturdays of the award, except in the month of December. The successful bidder shall normally work the duty assignment as posted.

## MISCELLANEOUS GENERAL - ALL CRAFTS

### ON-THE-JOB-INJURIES

Management is responsible for the notification of treatment centers and/or doctors for treating on-the-job injuries. They will inform the employee as to their right to use their own physician or in an emergency, handle it in the appropriate manner.

### SAFETY AND HEALTH

If an employee believes they are required to work under unsafe conditions, they may notify their supervisor who will immediately investigate the situation and take corrective action, if necessary. The Postal Service does not condone supervisors ordering employees to perform duties which violate safety rules and regulations.

### USE OF TELEPHONES

When the Union stewards or officers are engaged in Union Business in the Administrative Offices at the Miami Beach Post Office or in the stations and branches, as a courtesy, they will be allowed to use the Post Office telephone for Union related business, if they request permission and if it does not interfere with the efficient operation of the Postal Service.

## OVERTIME

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