

**Memorandum of Understanding
Between
US Postal Service
and
American Postal Workers Union**

RE: South Florida L&DC – Opa Locka 2010-2015 LMOU

Although it is clear that both parties acted in good faith when negotiating the current language in the 2010-2015 LMOU referenced above, the parties have agreed to the following:

The current language under the terms of Article 30, Item 22.8 of the LMOU states:

22.8 If a traditional duty assignment is reposted as an NTFT duty assignment within the same section, it will be posted within the section as defined by Item 18 of this LMOU.

As such, it has been determined by the parties that the above current language is in conflict with the terms of the 2010-2015 National Agreement whereas the NTFT MOU on pages 313 -314 states:

When an occupied traditional clerk FTR duty assignment is reposted as a nontraditional full-time assignment, all duty assignments in that section or station/branch currently occupied by employees junior to the incumbent in that assignment will also be posted for in-section bidding.

Additionally, Article 37.3 a.1 states:

Section 3. Posting, Bidding, and Application

A. Newly established and vacant Clerk Craft duty assignments shall be posted as follows:

1. All newly established Clerk Craft duty assignments shall be posted to craft employees eligible to bid within 28 days. All vacant duty assignments, except those positions excluded by the provisions of Article 1, Section 2, shall be posted within 28 days unless such vacant duty assignments are reverted. Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.

a. Full-time duty assignments.

(1) Newly established full-time duty assignments are posted to full-time employees eligible to bid.

(2) Vacant full-time duty assignments are posted to full-time employees eligible to bid.

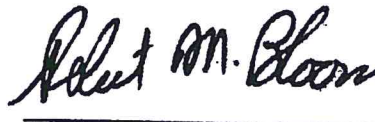
Furthermore, the Joint Q and A's signed by the parties at headquarters on June 28, 2011 clarifies the issue in Q#32 which states:


32. The NTFT MOU requires that if the traditional duty assignment occupied by a senior clerk is reposted as a NTFT duty assignment all duty assignments within the section occupied by junior clerks must be reposted for in-section bidding. If one or more of those reposted duty assignments occupied by a junior clerk is changed sufficiently to meet the reposting requirements in Article 37.3.A. 4, will it still be posted in-section?


ANSWER: No. In this situation if the duty assignment is changed sufficiently that Article 37.3.AA (and the LMOU) require reposting the duty assignment would be posted installation wide.


By agreement of the parties at the Headquarters level, all newly created NTFT duty assignments are posted installation-wide. The only exception to this is if the section currently has clerks with retreat rights to that section.

Therefore, it is agreed by the parties that *the language in Item 22.8 of the Opa Locka, Florida LMOU shall be deleted from the LMOU and rendered unenforceable.*


Robert M. Bloomer, Jr.
National Business Agent APWU


Pat Davis-Weeks
National Business Agent APWU


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National Business Agent APWU


Stephen H. Murray
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SFL District USPS

Dated: May 8, 2012

SOUTH FLORIDA L & DC – OPA LOCKA
LOCAL MEMORANDUM OF UNDERSTANDING
2010-2015

BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE AMERICAN POSTAL WORKERS UNION

Item #1 Additional Or Longer Wash-up Periods.

When an employee is assigned to perform dirty work or work with toxic materials, the employee will be allowed reasonable wash up time before lunch and end of tour.

If the duties of Maintenance Craft employee expose them to grease, grime, dirt, toxic materials, chemicals, etc., the maintenance employee will be allowed wash up time before breaks, lunch and at the end of tour.

Additionally, in some circumstances it may be necessary for an employee to wash up prior to taking a break.

Item #2 The Establishment Of A Regular Work Week Of Five Days With Either Fixed Or Rotating Days Off.

All jobs will be posted with fixed days off as far as practicable the five (5) days off will be consecutive within the 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.

A. The determination of what constitutes sufficient emergency conditions to require curtailment or termination of postal 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. Utilizing available information from appropriate authorities, the Installation Head will notify the Local President and the available officer/steward on duty that day.

B. 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, that information will be immediately placed on the exclusive 1-800 postal hotline number and all employees are expected to call that number as directed by the District Manager. 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.

C. 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

D. 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, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.

E. Administrative leave will be granted in accordance with the terms of Section 519 of the Employee and Labor Relations Manual (ELM).

Item # 4 Formulation Of Local Leave Program

A. METHOD OF BIDDING WILL BE AS FOLLOWS:

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 (**career and non-career**) 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 employees to sign the application, either indicating a choice or initialing the column, "No Leave Requested."
4. **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, they will be responsible to notify the USPS of their request for leave in writing.**

B. One week prior to the beginning of the leave process each year, the parties 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.

B. BIDDING FOR ANNUAL LEAVE SHALL BE AS FOLLOWS:

1. Bidding for vacation periods shall commence on December 1st each year. The bidding shall be completed within 15 days. They must have the leave to bid these weeks. All employees will bid within the leave unit that coincides with their current duty assignment or bid as of the second Saturday in November. **PSE shall be assigned to the groups identified in C.1 on workroom floor for the purpose of bid annual leave.**

2. 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.

3. After the 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 may be offered the first right of refusal for the week in question depending upon the needs of the operation.

C. ANNUAL LEAVE SECTIONS: Will be as follows:

1. CLERKS:

<u>TOUR 1</u>	<u>TOUR 2</u>	<u>TOUR 3</u>
SPBS MANUAL SCAN where you BAND EXPEDITOR FSM	SPBS MANUAL SCAN where you BAND EXPEDITOR FSM	SPBS MANUAL SCAN where you BAND EXPEDITOR FSM
FSS	FSS	FSS
Low Cost	Low Cost	Low Cost

Administration shall be a separate section.

a. When establishing sections for the purpose of bidding annual leave, employees having duty assignments which encompass more than one described bid annual leave section shall be designated by their position's PAA. (Principal Assignment Area)

b. Any new operations which are added will be a separate section by Tour for the purposes of annual leave.

2. MAINTENANCE

a. Each occupational code by tour shall be a section.

3. The parties agree that management may add additional sections on each tour consistent with the aforementioned sections during the life of this agreement but may not reduce the number of sections without agreement from the union.

THE ABOVE SECTIONS ARE DEFINED FOR LEAVE PURPOSES ONLY

D. VACATION LEAVE PROGRAM AS FOLLOWS:

1. Reassignment of employees from one leave section to another section will not result in vacated leave periods. Employees transferring from one section to another section retain the original vacation period.

2. Leave periods or any part of it may be canceled provided employee submits notice in writing, in triplicate, to the immediate Supervisor, 72 hours prior to the leave to be vacated.

3. Employees who wish to secure annual leave for the period Christmas up to the New Years Day must submit their request during the bidding period in December. Those employees who have annual leave shall be approved up to the percentage allowed of in Item 9. This period will not count against the selections in Item 7.

4. If the USPS determines that additional employees may be allowed off, this list of employees immediately to the right of the cutoff will be used to determine the order in which leave will be granted.

5. If any employee selects a period of annual leave and upon reaching it does not have enough annual leave to cover the period, they must notify their supervisor which day or days they wish to cancel. This notification must be in writing by Tuesday, before the week in question. Failure to give such notification within the time allowed will result in the entire leave period being cancelled. (If the employee's A/L balance is less than 8 hours short of the amount of leave bid, the remainder will be charged to LWOP.)

Item #5 The Duration Of The Choice Vacation Period(s)

Vacation period has been determined to be December 26th through the week of Thanksgiving.

Item #6 The Determination Of The Beginning Day Of An Employee's Vacation Period.

Annual Leave shall start the day following the two consecutive days off within the basic work week.

Item #7 Whether Employee 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 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 ten (10) days during the choice vacation period or two periods of five (5) days each.

Item #8 Whether Jury Duty And Attendance At National Or State Conventions Shall Be Charged To The Choice Vacation Period.

A. Jury Duty shall not be charged to the choice vacation period.

B. Union delegates to State or National Conventions (Assembly) shall be granted leave to attend such and such leave shall not be charged against the leave unit of that period.

C. The delegates to any Union Conventions (Assembly) shall be limited to three (3) delegates, one delegate from each craft equals two (2); and one (1) Officer designated by the Union equals three (3); making the total three (3).

D. The limitation of three (3) delegates to any Union Convention (Assembly) would be considered to be the minimum number designated. Any other limitations and restrictions will be in accordance with the National Agreement.

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 of employees allowed off each week within a leave section/unit will be established as stated below. In applying the fraction .50% or more will be rounded up.

December 26 thru February	(9 full weeks)	12%
March thru April	(9 full weeks)	12%
May thru September	(22 full weeks)	15%
October thru the first full week of November	(9 full weeks)	12%
The remaining weeks of November including the week of Thanksgiving.		12%

IMPASSE WORKSHEET

SOUTHWEST AREA

GATS# 12009230

Impasse Filed by: APWULocation: South Florida L&DC District: So. FLArticle 30, Item 9Resolved


December 26 thru February (9 full weeks) 12%

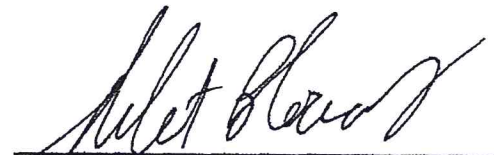
March thru April (9 full weeks) 12%

May thru September (22 full weeks) 15%

October thru the first full week of November
(9 full weeks) 12%The remaining weeks of November including the week
of Thanksgiving 12%

It is further agreed that the above settlement is reached on a non-precedent setting basis, does not constitute a waiver of either party's position on similar cases, and is not to be cited or referenced by either party in any future case which may arise.


James Oliver
SWA Labor Relations


Bob Bloomer
APWU NBA

Date: December 13, 2011

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 receive a written statement acknowledging the successful bidding of their leave time.

B. Copies of bid annual leave sheets shall be supplied to the Union if requested at 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 1st of each year. (Notification will be by Postal Bulletin posting)

Item #12 The Procedures For Submission Of Applications For Annual Leave During Other Than The Choice Vacation Period.

A. After the bidding cycle for choice vacation period has been completed, request for leave will be on first come first serve basis consistent with the National Agreement and the Local Memorandum of Understanding. First come first serve will be defined as requests submitted by the close of business. Leave requests submitted on the same day will be determined by seniority. An employee will be granted additional requested leave, 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.

B. Employees may submit a Form 3971 for leave, directly to the immediate supervisor for action. Applications will be approved or disapproved by the supervisor no later than 72 hours. Failure on the part of management to approve or disapprove and return to the employee in writing, or his/her designated steward, within 72 hours will mean the leave is automatically approved.

C. Employee(s) with 8 hours or more of approved annual leave in conjunction with either of their non-scheduled days will not be required to work a 6th or 7th day. However, they will be allowed to volunteer if needed for the overtime. Additionally, employees with one week or more of approved annual leave will not be required to work on their holiday or designated holiday.

D. All requests for incidental annual leave shall be based on the needs of the service.

Item #13 The Method Of Selecting Employees To Work On A Holiday.

The manner of determination for volunteers to work their holiday or day designated as their holiday will be accomplished as follows: Two weeks prior to the Tuesday preceding the service week in which the holiday falls, a holiday desired volunteer list will be established for volunteers. The list will remain posted for 7 calendar days. Those full-time employees eligible to sign the list and who do so, will be considered volunteers.

When the employer determines the number and categories of employees needed for holiday work. Employees shall be scheduled in the following order:

- A. All career employees by tour who wish to volunteer on their holiday or designated holiday by seniority.**
- B. 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.**
- C. All non-career employees, even if overtime is required, consistent with National Agreement Article 11.6.B.**
- D. Career employees in inverse order of seniority and would be working on what otherwise would be their non-scheduled workday.**
- E. 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" Lists In Article 8 Shall Be By Section And/Or Tour.

- 1. The OTDL solicitation will remain posted until the final date and last hour of each Tour prior to being removed.
- 2. All employees will be given a 1 hour advanced notice of overtime opportunities except in an emergency and not of a reoccurring nature.
- 3. Any employee already on the OTDL who changes Tours (and or sections) will be given seven (7) days to add their names to the OTDL for their new Tour (and or section).
- 4. Overtime Desired List shall be maintained by Tours within the following listed sections:

1. CLERKS:

<u>TOUR 1</u>	<u>TOUR 2</u>	<u>TOUR 3</u>
SPBS	SPBS	SPBS
MANUAL	MANUAL	MANUAL
SCAN where you BAND	SCAN where you BAND	SCAN where you BAND
EXPEDITOR	EXPEDITOR	EXPEDITOR
Administration shall be a separate section.		

- a. When establishing sections for the purpose of overtime, employees having duty assignments which encompass more than one described overtime section shall be designated by their position's PAA. (Principal Assignment Area)

2. MAINTENANCE:

- a. Each occupational code by Tour shall be a section.

3. Any employee who has a change of schedule for any reason is not available for any overtime regardless of whether they are on the OTDL or not.

Item #15 The Number Of Light Duty Assignments Within Each Craft Or Occupational Group To Be Reserved For Temporary Or Permanent Light Duty Assignment.

A. It is recognized that the number of temporary or permanent light duty assignments available will fluctuate with Postal conditions. In view of this, no effort will be made to set a numerical quota, for each of the crafts represented by the APWU, but every effort will be made to provide for as many as possible, consistent with the needs of the service.

B. All assignments within the area covered under the South Florida L&DC Local Memorandum of Understanding may be considered as possible assignments for the employees upon their request.

C. Prior to permanent reassignment of an employee not covered by this agreement, within any crafts protected within this agreement, the Local President will be immediately notified of the permanent reassignment.

Item #16 The Method To Be Used In Reserving Light Duty Assignments So That No Regularly Assigned Member Of The Regular Work Force Will Be Adversely Affected.

A. The Installation Head or designee shall show the greatest consideration for employees requiring light duty assignments.

B. No Employee represented by the APWU will be displaced from their bid assignment when providing light duty assignments.

Item #17 The Identification Of Assignments That Are To Be Considered Light Duty Within Each Craft Represented In The Office.

Light duty assignments will consist of any work that can be performed within the confines of the employee's medical restrictions to the extent possible within the installation.

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.

Clerks – Each Tour by level shall be a section for the purpose of excessing.
Maintenance – Each Occupational group by level and tour, will be a section for the purpose of excessing.

For the purposes of this item, a tour will be defined as:

Tour 1	8:00 PM to 3:59 AM
Tour 2	4:00 AM to 11:59 AM
Tour 3	12:00 noon to 7:59 PM

Item #19 The Assignment Of Employee Parking Spaces.

All employee parking will be first come first serve.

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.

(Covered by Item #8)

Item #22 Local Implementation Of This Agreement Relating To Seniority, Reassignments And Posting.

Clerk

22.1. Any change more than two (2) hours either side of original posting shall constitute a reposting of the job.

Any such change shall be done by solicitation of senior to junior clerk within the section. Only those employees with identical reporting times, skills, and off days are eligible for solicitation.

22.2. When a skill is added or deleted as per Article 37, the job will be reposted.

22.3. When a bid employee works 35% or more for a 75-day period in a different principal assignment area, the job will be reposted.

This does not include employees on light or limited duty per Article 13 of the ELM 546. Additionally, this does not include 204B assignments because this issue is covered by the National Agreement.

22.4. All bids posted in the clerk craft shall identify the principal assignment area and the primary duties of the job.

22.5 All bids shall be posted for ten (10) days.

The USPS shall post the results ten (10) days after the closing

The successful bidders shall move into place within fourteen (14) days.

22.6 The USPS shall post an updated seniority list each quarter with a copy being given to APWU.

22.7 If a clerk's duty assignments are changed by 50% for a period of 45 days, the job will be reposted.

22.8 If a traditional duty assignment is reposted as an NTFT duty assignment within the same section, it will be posted within the section as defined by Item 18 of this LMOU.

22.9 All employees shall receive two (2) 15-minute breaks within 8 hours excluding lunch.

Maintenance

22.1.b. Any change exceeding two (2) hours 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 two (2) hour radius.

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

This 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
UNION

AMERICAN POSTAL WORKERS

By: _____
Plant Manager, South FL L&DC

By: _____
Carolyn Pierce, APWU President

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