

LOCAL MEMORANDUM OF UNDERSTANDING
2010 -2015

between

THE UNITED STATES POSTAL SERVICE

and

THE BROWARD COUNTY AREA LOCAL APWU
OPA LOCKA & CAROL CITY, FLORIDA

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

TABLE OF CONTENTS

<u>Item No.</u>	<u>Subject</u>	<u>Page</u>
1	Wash-up Time	1
2	The Establishment of a Regular Work Week of Five Days With Either Fixed or Rotation Days Off	1
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	1
4	Formulation of Local Leave Program	2-5
5	The Duration of Choice Vacation Period(s)	5
6	The Determination of the Beginning Day of an Employee's Vacation Period	5-6
7	Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period in Units of Either 5 or 10 Days	6
8	Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period	6-7

TABLE OF CONTENTS, CONTINUED

<u>Item No.</u>	<u>Subject</u>	<u>Page</u>
9	Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period	7
10	The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee	7
11	Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year	7
12	The Procedures for Submission of Applications for Annual Leave During Other Than Choice Vacation Period	8
13	The Method of Selecting Employees to Work on a Holiday	8
14	Whether "Overtime Desired" List in Article 8 Shall be by Section and/or Tour	9-10
15, 16, 17	Light Duty Assignments	10-11
18	The Identification of Assignments Comprising a Section, When it is Proposed to Reassign Within an Installation Employees Excessed to the Needs of a Section	11-12
19	The Assignment of Employee Parking Spaces	12
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	12
21	Those Other Items Which are Subject to Local Negotiations as Provided in the Craft Provisions Of This Agreement	12-14
22	Local Implementation of This Agreement Relating to Seniority, Reassignments, and Posting	15-17
	Separability and Duration	

ITEM 1

ADDITIONAL OR LONGER WASH UP PERIODS

- A. The employer shall allow reasonable wash-up time before breaks, lunch, and end of tour for all Craft employees represented by the APWU.
- B. The employer shall provide hot water for all employees in the Postal Facilities so that they may properly wash their hands.
- C. Employees shall be allowed to wash their hands every two hours or as necessary when performing dirty work or handling toxic materials.

ITEM 2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATION DAYS OFF

- All jobs will be posted with fixed off days, unless as otherwise agreed to by the parties. The union may request to have a selection of bids posted with rotating or split days off.

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 a curtailment of Postal operations due to hurricanes will be the issuance of official hurricane warnings by the National Weather Service that encompasses any area inhabited by Postal employees of the Opa Locka/Carol City Post Offices. Management will notify and seek the cooperation of Local Radio and television stations to inform employees.
- B. When an alleged explosive device has been discovered or a threat, such as any terrorist threats or activities of chemical, biological, or other various sources, is made against the Postal facility and verified by a postal or city official, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.
- C. Postal officials will make the safety of employees their prime concern in taking appropriate action to curtail postal operations in an emergency and the employee will be notified by the most expeditious means available. Administrative leave will be granted in accordance with the terms of Section 519 of the Employee & Labor Relations Manual. The local union president will be notified immediately of the verified existence of any emergencies or unsafe conditions affecting an entire installation or a portion thereof.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

- 1. 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, these employees will be responsible to notify the USPS of their leave request in writing.**
- 2. One week prior to the beginning of the leave process each year, the parties (APWU and USPS) will meet to discuss the placement of employees within a section.**
- 3. 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.**

A. BID ANNUAL LEAVE

1. Annual leave shall be granted to employee according to their citywide seniority by craft, within the section to which they are assigned.
2. The first bidding commences on the first day in December and continues for fifteen (15) calendar days.
3. If the USPS determines that additional employees may be allowed off over and above the number guaranteed or the employee cancels leave, this list of employees immediately to the right of the cutoff will be used to determine the order in which leave will be granted.

B. VACATION LEAVE PROGRAM

1. Annual leave shall be granted to employee according to their citywide seniority by craft, within the section to which they are assigned.
2. Management shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the Service and the welfare of the employees. Care shall be exercised to assure that no employee is required to forfeit any part of his/her annual leave.
3. Each employee shall be responsible for planning his/her vacation period in accordance with his/her personal desires, subject to the approval of his/her supervisor. Employees are cautioned that only 440 hours of annual leave may be carried from one leave year to the next; therefore, employees not bidding will be assigned vacation periods to the extent of leave accrued beyond 440 hours.
4. Vacation period has been determined to be from the first Saturday in January through the week of Thanksgiving.

5. A section is defined as a manpower reporting or statistical unit as follows:

A. Clerks

1. A station shall be a section.

Section 1--KP13 and T-6

Section 2--all other clerks

B. Maintenance

Each occupational group shall be a section

C. 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. If management desires to add a section that is not one of the aforementioned sections, management may still add additional sections, but it will not reduce the number allowed off in the remaining section.

6. When establishing sections for the purpose of bidding annual leave, employees having bids encompassing more than one section, the following method will be utilized:

A. The employee will be assigned to the section where the employee spends the greater portion of his/her time.

7. PTF's and transitional employees will be assigned to bid within the leave unit that coincides with their current assignment as of November 16th.

8. The number of employees allowed off each week will be determined using the formula found in Item 9 of the local agreement.

9. Bids for annual leave shall be submitted the first day in December and continue for fifteen (15) calendar days. Bid received during this period shall receive priority in the assignments of annual leave. The senior employee will be given first choice to bid on a vacation period. All employees will bid within the leave unit that coincides with their current assignment or bid as of the second Saturday in November. Full time and part time regular employees will bid in unit to which assigned.

10. One week prior to the beginning of the leave process each year, the parties will meet to discuss the placement of employees within sections.

C. METHOD OF BIDDING

1. A form 1547 will be used.

2. The form 1547 will be posted on the bulletin board together with current craft seniority list. (Full time, part time, and transitional employees)

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 1547 for the leave period desired. A time limitation of seven (7) days within the bid period will be set up for each group of eight (8) employees (or mutually agreed upon by leave unit supervisor and unit labor representative) to sign the 1547, either indicating a choice or initialing the column, "No Leave Requested."

4. Reassignment of employees from one leave section to another section after vacation bidding will not result in vacated leave periods. Employees transferring from one section to another section retain the original bid-in vacation period.

5. Any leave periods or any part of it may be cancelled provided employee submits notice in writing to the immediate supervisor, 72 hours prior to the leave to be vacated.

6. A. Employees desiring to cancel leave will do so in writing. Such requests shall be submitted in triplicate to his immediate supervisor. Triplicate copy will be routed to APWU immediately after it is approved.

B. When leave or any part of leave is cancelled, the forfeited leave will be made available to employees in that section.

Determination of who shall be awarded any leave will be made by the supervisor by seniority at the close of business on the date of receipt.

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

8. The procedures for submission of applications for annual leave during the choice vacation period after the bidding cycle is complete:

A. Employees may submit Form 3971 for leave, directly to the immediate supervisor (that supervisor who retains direct responsibility for that day) for action. Application should be submitted not later than seven (7) days prior to leave requested. Applications in duplicate will be approved or disapproved by the unit supervisor no later than two (2) days after the request. Failure on the part of management to approve or disapprove and return to the employee in writing, or his designated steward, within the two (2) day limit will mean that the leave is automatically approved.

9. After the first bidding cycle for choice vacation period has been completed, an employee will be granted additional annual leave requested during choice vacation period provided:

A. PS Form 3971 is received by the supervisor at least seven (7) calendar days in advance.

B. The employee has sufficient annual leave to cover the period requested.

C. The leave requested covers increments of at least 8 hours. Only under this procedure (daily leave) will the USPS have the option of allowing the employee to cancel a portion of their leave.

D. Approval of the leave will not cause the total number of employees allowed off in the leave section to exceed the provisions as outlined in Item 9.

10. The number allowed off as outlined in Item 9 will include employees who have brought approved annual leave (outside of first bidding cycle) with them by transferring into the leave section after vacation bidding.

11. 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 approved annual leave request.

12. No employee will be required to work a 6th or 7th day on overtime, on their holiday or designated holiday if any of these days are in conjunction with approved annual leave.

13. If any employee selects a period for 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.

14. 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 8 hours short of the amount of leave bid, the remainder will be charged to LWOP.

15. Recognizing patriotism, the employer will continue to provide revised schedules for military leave. Employees will be granted military leave only on scheduled work days while on military leave.

16. Assigned choice Vacation Periods which are cancelled by employees shall be reviewed by supervisors for possible reassignment to the senior employees who have requested the periods. Choice Vacation selections shall be in full weeks. Periods of less than one (1) week will not be accepted for choice vacation selections. Any leave turned back for choice vacation selections, shall be in full weeks.

17. Management shall allow the maximum number of employees off for religious observance.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIODS(S)

APWU Choice Vacation Period shall begin the first Saturday in January through the week of Thanksgiving.

ITEM 6

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

A. The beginning day of an employee's vacation period shall be the first day of the employee's basic workweek. The first day of the employee's basic work week is defined as the first day following two consecutive non-scheduled work days. Those employees with split days off shall start their choice vacation selection the day following the first N/S day in the basic work week.

B. Employees who have a week or more of approved annual leave may submit a change of schedule (PS Form 3189) for either Saturday/Sunday or Sunday/Monday on both sides of said annual leave. This request shall not be denied.

C. PTF's who have a week or more of approved annual leave shall be given the option of being scheduled off on Saturday/Sunday on both sides of approved annual leave.

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. Employees selecting their vacations during the choice vacation period, will be entitled to do so in accordance with one of the options listed below:

1. Employees earning 20 or 26 days annual leave:

Option 1--will be allowed to select a single selection of up to 15 working days (three consecutive weeks), or;

Option 2--will be allowed to make two (2) periods, one of five (5) and one of not more than ten (10) days during the choice vacation period.

2. Employees earning 13 days of annual leave:

Option 1--will be allowed a single selection of up to ten (10) working days (two consecutive weeks), or;

Option 2--will be allowed to make two selections of five (5) days (one week) each.

B. The first and second choice vacation period shall be determined by seniority. Additionally, no incidental leave will be approved during the choice vacation period until choices have been made by all employees.

C. Any leave turned back for choice vacation selections will first be offered to the employee who had requested and was denied because of lack of seniority or reopening for said dates requested. If declined, then posted to the remaining force, that choice period is available.

ITEM 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

A. Military leave shall not be considered a part of the employee's Choice Vacation Period and such leave shall be granted upon request and in accordance with Postal Manual 721.763.

B. Jury Duty shall not be included as part of an employee's Choice Vacation Period.

C. Conventions, Conferences, Seminars, and Union Business shall not be part of an employee's Choice Vacation Period.

D. An employee called for military duty or jury duty during a bid-in vacation in this period shall be given the opportunity to take annual leave in an amount equal to that used for such duty, during this vacation period, service requirements permitting.

E. Union delegates to State or National Conventions (Assembly) shall be granted that leave which shall not be charged against the leave unit of that period.

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 the second Saturday in November, or the number of authorized positions plus PTF's, TE's, and unencumbered, whichever is greater.

B. After the sixteen (16) percent has been determined, for each eight (8) employees in a facility, an additional annual slot shall be granted in each applicable section.

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. In addition, the annual leave bid leave form shall be displayed in order that all employees can see what leave was selected and what incidental leave is available.

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 1 of each year. (Notification will be by Postal Bulletin posting)

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
2011	PP 02/11 JANUARY 1, 2011	PP 02/12 JANUARY 13, 2012
2012	PP 03/12 JANUARY 14, 2012	PP 02/13 JANUARY 11, 2013
2013	PP 03/13 JANUARY 12, 2013	PP 02/14 JANUARY 10, 2014
2014	PP 03/14 JANUARY 11, 2014	PP 02/15 JANUARY 9, 2015
2015	PP 03/15 JANUARY 10, 2015	PP 02/16 JANUARY 8, 2016

ITEM 12

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

A. Request for Incidental Annual Leave (outside the choice vacations selections) should be submitted on form 3971 seven (7) days in advance. All 3971's will be initialed by the supervisor upon receipt, and verified with a time and date of receipt of decision noted on the 3971 as well. If the 3971 has not been acted on within 48 hours, the annual leave shall be considered approved. Leave will be granted on a first come, first serve basis. In the event that 2 or more leave requests are submitted at the same time within 5 minutes, seniority will be the determining factor in approving the requests. Once leave is approved, it shall not be cancelled. All 3971's that are denied will state the reason for denial. Statements such as "needs for the service" will not be used.

B. In cases where leave is requested for the same tour of duty, if leave is not acted on within two (2) hours of the request, the leave requested will automatically be approved.

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

A. As many full-time regular 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:

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

- 1. All career employees by tour who wish to volunteer on their holiday or designated holiday by seniority.**
- 2. 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.**
- 3. All non-career employees, even if overtime is required, consistent with National Agreement Article 11.6.B.**
- 4. Career employees in inverse order of seniority and would be working on what otherwise would be their non-scheduled workday.**
- 5. 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.**

B. The employer agrees to establish a separate list for employees desiring to work either their holiday or day designated as their holiday.

C. One week prior to the holiday scheduling, employees desiring to work their holiday or designated holiday shall be entitled to place their names on a "Holiday Desired List (H.D.L.)". Employees who are on leave during the one week period described above will be allowed to sign the above said list upon their return.

D. The "Holiday Desired List" will remain until 2400 Monday the preceding week of the holiday, at which time it is removed.

ITEM 14

WHETHER "OVERTIME DESIRED" LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

A. For the purpose of administering overtime, a Section is defined as a "Tour".

B. Clerk Craft at the Opa Locka Post Office, a Section is defined as follows:

- 1. MAIN OFFICE**
- 2. CAROL CITY**

For the purpose of definition of "tour" as referred to in all items as mentioned in this Local Memorandum, tour hours are as follows:

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.

C. PTF (Part Time Flexible) employees converted to Full-time will be offered an opportunity to sign the overtime desired list within two (2) weeks of conversion. Notice to this effect will be included in the conversion letter sent to employees.

D. Overtime--Management will provide a minimum of one hours 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.

E. Employees with medical statements restricting their activities will not be scheduled to work overtime unless it is within the limitation and/or restriction prescribed.

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

G. Overtime Desired List shall be maintained by crafts, tours, Stations, and Branches.

H. Employees who change crafts, facilities, will have up to fourteen (14) calendar days to submit their name to be added to the overtime desired list.

I. An employee may sign the overtime list for:

1. non-scheduled days
2. scheduled work day
3. or for A & B

J. 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 3189.

K. An employee must sign up for the overtime list during the last fourteen (14) days of the quarter. On each succeeding quarter for the overtime desired list, that same employee's name will automatically be carried over to the new overtime list.

L. If an employee wishes to remove his or her name to prevent this carryover, they must submit in writing the request for removal from the overtime list to their immediate supervisor. Employees should retain a copy of that request.

M. Employees will not be required to work overtime on scheduled off days while on military leave.

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. Definition of Light-Duty is duty which can be performed by an ill or injured employee without creating a hazard to himself or others.

B. Normally, limited duty employees will not be assigned to positions already established as light duty positions or assignments. No limited duty assignments will be established that would deny a light duty employee an assignment.

C. A Union representative will be notified immediately (ASAP) of an on the job injury involving employees represented by the APWU.

D. The APWU will be notified of all requests for light duty assignment to the clerk craft prior to the commencement of such assignment.

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. When an employee who is injured off the job applies for light duty and submits supportive medical evidence, every effort will be made to assign him or her 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. Every effort will be made to assign the employee within his craft, at his work assignment and to craft duties within his limitations.

ITEM 17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

Light duty position will include, but are not limited to:

A. Repair damaged mails:

Opa Locka 2010-2015

1. Letters
2. Flats
3. Parcel Posts

B. Assist other Clerks:

1. Sweep mail
2. Waste mail
3. Second notice R15

C. Assist other Carriers:

1. Mark-up
2. Address cards
3. Case--labels

All of the above-said positions will be identified on each tour at Opa Locka and Carol City.

ITEM 18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

A. A Section is defined as follows:

1. MAIN OFFICE
2. CAROL CITY

For the purpose of definition of "tour" as referred to in all items as mentioned in this Local Memorandum, tour hours are as follows:

- 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.

ITEM 19

THE ASSIGNMENT OF EMPLOYEES PARKING SPACES

A. Management will provide a designated secure parking space for the union at Carol City Branch, to be designated for APWU.

B. #1 One only for Local.

C. Management will provide designated parking spaces for window clerks at the Carol City Branch to be located closest to the employee entry door and to be designated T-6, W-#1, W-#2, and W-#3.

D. Management will provide designated parking spaces for clerks and maintenance at the Carol City Branch to be located closest to the employee entry door.

E. Parking at the Carol City and Opa Locka Branch will be provided on a first come, first serve, basis, excluding those designated for postal vehicles and handicap.

F. The parties will take action to secure parking for all APWU employees. Within 90 days signatory to this agreement, the parties will meet to give input and make suggestions which would expedite securing of parking for all employees of the APWU crafts. The parties understand and agree that there cannot be enough emphasis stressed on the importance of adequate parking facilities for all APWU employees, and, therefore, agree that there will be a continuing effort made by both parties to secure adequate, safe parking. Current parking will be on a first come, first serve 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 16% will not include Union leave for conventions, conferences and seminars or Union business. Total will not be part of choice vacation plan.

ITEM 21

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

A. HOURS OF WORK

1. All lunch breaks will be taken no earlier than four (4) hours after an employees regular begin tour, and will begin no later than six (6) hours after the employees regular begin tour, unless otherwise agreed to between the parties.

2. All employees in all crafts represented by the APWU shall be entitled to two (2) 15 minutes anti-fatigue breaks within eight (8) hours and third anti-fatigue break when working overtime. As an anti-fatigue measure, all employees will be allowed to utilize the first break no later than three (3) hours after their begin tour, and their second break will be allowed to be taken no later than one hour prior to their end of tour. With the exception of Window Clerks, full-time or relief, they will have the option of one continuous break of 30 minutes within their normal eight hour tour.

B. SAFETY AND HEALTH

1. If an employee believes he is being required to work under unsafe conditions, he may notify his supervisor who shall immediately investigate the situation and shall take corrective action, if necessary. The Postal Service does not condone

supervisors ordering employees to perform duties which violate safety rules and regulations.

2. The U.S. Postal Service, Opa Locka, Florida, Safety and Health Committee shall meet no less frequently than once each month.

3. The employer will comply with Section 19 of the Williams Steiger Occupational Safety and Health Act.

4. Proper lighting will be maintained at Opa Locka and Carol City offices. Expired bulbs, lamps, etc. will be replaced immediately, no later than 24 hours, unless they have to special ordered. Unrepairable fixtures will be replaced immediately or work order made to expedite repairs.

5. In order to alleviate stress and fatigue, head sets (radio/tape) may be worn by the manual distribution clerks while they are working the distribution of mail in either the flats or letters operation, while working stationary.

6. If and when air conditioning or air ventilation equipment at any subject location is deemed inoperable by the maintenance department, and possible offsetting steps taken by maintenance fail to attain an inside temperature level below seventy-eight (78) degrees for 3 hours, the individual employees who fear to work under such conditions may request a type of leave and the leave shall not be unreasonably denied. In the event the temperature continues to exceed seventy-eight (78) degrees, management will permit a ten minute break period every hour for the employees to cool down.

7. Anti-fatigue matting will be provided in any and all job sections that require prolonged standing, such as, but not limited to: Window Services, Flat Cases, Registry Cage, and the like, unless it creates a safety hazard.

8. Forms for on-the-job injuries will be made available to the employees and will be properly explained to all employees. All employees are to be made aware of the availability of forms for work related illness or disease.

C. DISCIPLINE PROCEDURE

1. No disciplinary action will be taken against an employee on unsubstantiated complaints.

2. When investigating a specific problem to determine whether to file a grievance, the steward should request permission from his immediate supervisor and should not be unreasonably denied, and the supervisor shall not pre-determine the amount of time necessary for the investigation/processing grievances. If business conditions will not permit immediate attention to a grievance or grievances, the supervisor will

set a time or notify the steward when business conditions will permit and the grievances will be extended by the supervisor, when necessary.

D. CLERK CRAFT

1. Public Address Systems--The designated agent of the American Postal Workers Union may use the public address system to announce time and dates of regular and special Union Meetings. The announcements will be in writing, approved by the Postmaster, or his designee, and presented without deviation.
2. Upon notification, Management shall see to it that announcements such as lights left on, problems with vehicles, found keys, etc., are made for the benefit of all employees and/or Management.
3. Use of Telephones--When pay telephones are not available, employees may be permitted to use official telephones, so long as it does not interfere with the proper and efficient operation of the Postal Service.
4. Addition of scheme(s), window, job duties or changes in reporting time exceeding one hour will constitute reposting a duty assignment.
5. Pool clerks will be offered vacanc(ies) by seniority. Those already filling vacancies are considered unavailable. If no pool clerk expresses a desire to fill vacanc(ies), it will be assigned by juniority.

ITEM 22

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

A. Principles of Seniority, Posting and Reassignment--

If it becomes necessary to reassign within the installation, employees excessed to the need of a Section, a Section is defined as follows:

1. CLERK CRAFT

A Section is defined as follows:

A. MAIN OFFICE-- Tour 1
Tour 2

B. CAROL CITY-- Tour 1
Tour 2

C. Main Office--Tour 1 ends 6:00 a.m.; Tour 2 begins at 6:01 a.m.

D. Carol City Branch--Tour 1 ends 6:00 a.m.; Tour 2 begins at 6:01 a.m.; and (wherever it may appear), and in accordance with the F-21 and F-22 manual.

E. Should there be a Tour 3 added to either or both offices that Tour will be a separate section.

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

B

1. The length of time for the notices inviting bids for a craft assignment on the Official Bulletin boards at the Opa Locka and Carol City Post Offices, will remain posted prominently for a period of not less than ten (10) calendar days, which will be verified by the parties with their signature(s) and date of posting.

2. The Union will be provided advance copies of job postings, at least 10 days in advance. Management shall also provide the Union Office with a copy to the President with a copy of all bid awards, including senior currently qualified awards, promotions specific to the APWU crafts, etc.

C. When the results of the bid are posted, the successful bidder shall be placed in the new assignment the first day of the pay period following the date of the award. The successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee.

D. An employee who has submitted a bid, shall have the right to withdraw, in writing, any time but not later than the closing time (hour and date closed) of the posting. Such withdrawal to be official shall be back-stamped.

E. The Union will be provided with advance copies of all bid awards prior to posting.

F. When the bids are posted and no bids are received, the vacant bids should be assigned to unassigned regulars. This shall be done in order of seniority with the senior clerk getting his choice of available bids first and then following this procedure to the next senior clerk until all bids have been assigned. The clerk assigned to the bid shall be placed in the position the first day of the pay period after the date of assignment.

G1. Every effort will be made to allow the union to provide meaningful input on all bid duty assignments two (2) days prior to them being posted.

2. Qualified unassigned regulars will be offered the opportunity to cover temporary preferred duty assignments normally occupied by full-time regular employees, whose assignment is not covered by another assignment, who are on annual leave, sick

leave, or any other type of absence of 10 working days or more. If no unassigned regular is available, such opportunity will be given to the PTF (Part-Time Flexible) by seniority, with the necessary skills.

3. When the need arises for the delivery of special delivery mail, which does not constitute enough work for full-time special delivery messengers, management will utilize the PTFs of the crafts represented by the APWU for the assignments of special delivery duties in order to properly and adequately fulfill the responsibility entrusted to the postal service in the handling and delivery of special delivery mails.

H. When management contemplates detailing a clerk to an assignment, the Union office shall be notified, with a copy to the President. The Union shall have the right to review all pertinent documentation, hold discussions and make recommendations. Management shall consider the union's recommendations before making a final determination.

I. Should management contemplate changing scheme assignments, the union office shall be notified at least two (2) weeks in advance, with a copy to the Craft president and Scheme Committee members. The union shall have the right to review all pertinent documentation, have discussions and make recommendations. Management shall consider the union's recommendations before making a final determination.

J. The Scheme Committee shall meet no less frequently than once each month or more often when required. Management shall notify the union office and the Chairman of the Scheme Committee at least two (2) weeks in advance of said meeting to allow the Union sufficient time to submit proposals. Copies of the Scheme Committee minutes shall be sent to the Union office and a copy to each member of the Scheme Committee within one (1) week following the meeting.

K. A complete new seniority list will be provided to the APWU office with an additional copy supplied to the Opa Locka/Carol City President, and will be posted on all bulletin boards, every three months. Under no circumstances will the seniority lists be supplied later than the 15th of January, April, July, and October months.

L. The parties agree that management will designate an area for the APWU shop stewards to conduct business. The area should afford the privacy necessary to conduct union business.

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

The presently effective Memorandum of Understanding is carried forward and remains in effect during the term of the 2010-2015 National Agreement until midnight, May 20, 2015 unless extended by agreement between the principle parties at the National level, with the exception of those items which the Postal Service maintains are an unreasonable burden pending resolution in impasse arbitration.

UNITED STATES POSTAL SERVICE

AMERICAN POSTAL WORKERS UNION

By: _____
USPS Plant Manager, Opa Locka

By: _____
Carolyn Pierce, APWU President

Opa Locka 2010-2015

Changes made from the 2007 – 2010 LMOU will be noted in bold print. All else remains the same.

SEPARABILITY

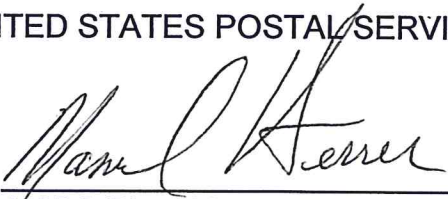
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UNITED STATES POSTAL SERVICE

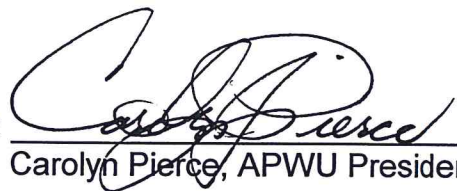
By:



USPS Plant Manager, Opa Locka

AMERICAN POSTAL WORKERS UNION

By:



Carolyn Pierce, APWU President