

# LOCAL MEMORANDUM OF UNDERSTANDING

Pensacola, Florida

Between

**American Postal  
Workers**

**Union, AFL-CIO**

and the

**United States Postal Service**

Beginning Date

**September 21, 2021**

## MEMORANDUM OF UNDERSTANDING

The matters set forth hereinafter are entered into pursuant to the local implementation of the nationally **2021** National Agreement and constitutes a Memorandum of Understanding within the meaning of the said provision. This Memorandum of Understanding entered at Pensacola, Florida between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO constitutes an agreement on matters relating to local conditions of employment.

### RECOGNITION

In accordance with the provisions of Article 1 of the National 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 craft bargaining units 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 National Agreement of **2021**.

FOR THE UNION

FOR THE EMPLOYER

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James R. Dey  
President, APWU

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Christina Walker  
Postmaster, Customer Services

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Arminda Urban  
Plant Manager, Processing & Distribution

ARTICLE 30

LOCAL IMPLEMENTATION

ITEM 1. ADDITIONAL OR LONGER WASH-UP PERIOD

Those employees in the crafts covered by the APWU who perform dirty work **“or work”** with toxic materials should be granted such time as is reasonable and necessary for washing up.

ITEM 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

A. Basic Work Week

Basic work weeks having non-consecutive days off shall be reviewed by Management and the organization on a semi-annual basis to determine the possibility of making the off days consecutive.

B. Work Week

The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within nine (9) consecutive hours, with fixed days off, consecutive when possible. The Union shall be consulted before posting assignments not having fixed consecutive 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

Emergency Conditions

During emergency conditions, employees will be guided by the instructions that the Installation Head or his/her designee have issued after attempting to consult with the APWU. The Installation Head or designee will issue instructions, obtaining guidance from agencies in charge of public safety. Generally, the provisions of Part 519 of the Employee & Labor Relations Manual will be followed. The first and foremost consideration in any decision is the safety of Postal personnel. Employees will not be required to perform services under conditions which place their safety in jeopardy.

All APWU represented workers will receive equitable treatment when emergency conditions warrant extraordinary actions by Postal Management.

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM

A. Retention of Approved Leave

When moving from one bid assignment to another bid assignment, employees shall retain their approved leave. The employee's approved leave and name will be removed from the annual leave section and board that they are "vacating". The employee's name and annual leave will be added to the "new" annual leave section and board to which they bid.

ITEM 5. THE DURATION OF THE CHOICE VACATION PERIOD

The length of the choice vacation period shall be January 1, through November 30 **and December 25 through January 1.**

A minimum of one (1) employee will be allowed off in each section. In those sections that 14% allows more than one off, a maximum of two (2) APWU bargaining unit employees will be allowed off.

**(Please see attached July letter to the APWU Bargaining Unit)**

- ITEM 6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD
- Any full-time regular shall have the option of starting his/her approved annual leave of a week or more on the first day of his/her basic work week (a) or at the start of the service week (b).
- a. First workday after his/her off-day or days.
  - b. As defined in the National Agreement, Saturday.
  - c. December 25
- ITEM 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS
- A. An employee may, at his/her option, choose any time available during the choice vacation period as his/her choice at the passing of the leave board. If the period is approved, he/she shall not be entitled to another selection, except under provisions for granting the remainder of the leave year.
  - B. Employees may request two selections during the choice vacation period in units of either five (5) or ten (10) days not to exceed the limitations in Article 10, 2.D1 and 2. Choice of three (3) consecutive weeks or units of either 5 or 10 days may be selected on the passing of the leave board.
- ITEM 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD
- A. Attendance of duly elected delegate(s) at National or State Union Conventions or Labor Schools and Seminars or persons required to perform jury duty shall not be required to forfeit their selection of approved annual leave in the choice vacation period.
  - B. Leave for Delegates
- Every effort shall be made to grant annual leave (leave without pay if the employee elects or if annual leave is exhausted) to duly elected delegates to attend National or State Union Conventions, Labor Schools, and Seminars.
- ITEM 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD
- A. Leave Sections
- For the purpose of leave, the following are identified as sections. Split personnel shall be at the unit where the majority of the work is performed.
1. Each station, branch, or finance unit, excluding maintenance, including GMF station
- The GMF, for this section only, is defined as follows:
- a. General Mail Facility, Box Section
  - b. General Mail Facility, Business Reply Mail (BRM)
2. Processing & Distribution Center, Customer Services Administrative

3. Processing & Distribution Center, Letter Automation by Tour
  4. Processing & Distribution Center, Manual Operations by Tour
  5. Processing & Distribution Center, Bulk Mail Entry Unit (BMEU)
  6. Processing & Distribution Center, Vehicle Services by classification
  7. Processing & Distribution Center, AFSM100-a.i., by Tour
  8. Processing & Distribution Center, Small Parcel Bundle Sorter by Tour
  9. Processing & Distribution Center, Maintenance by occupational group and level  
Maintenance Mechanic Building and Maintenance Mechanic Equipment will be listed separately. Seniority for leave purposes is installation Seniority.
  10. Processing & Distribution Center, Window Services
  11. Processing & Distribution Center, In-Plant Support
- B. The number of employees who shall receive leave during the choice period is to be determined by applying the following formula to each leave section as defined: Fourteen percent (14%) of craft workforce = number to be let off at one time. This shall not prohibit Management from granting leave in excess of the 14% based on operational requirements.
  - C. The formula shall be applied to the number of employees actually assigned in the leave section as of the first day of December for the passing of the leave board. Employees in the leave section, on this date, shall bid their choice leave within this section.
  - D. The use of 204-B's shall not affect the percentage of employees allowed annual leave at any time.
  - E. In applying the percentage in (B) above, fractions of less than 0.5% shall be dropped and 0.5% or more shall be raised to the next whole number. (EXCEPTION: If dropping of the fraction results in zero, then one (1) shall be off.)
  - F. Tours will be defined as follows:
    1. Tour 1 reporting time between 2000-0359
    2. Tour 2 reporting time between 0400-1159
    3. Tour 3 reporting time between 1200-1959

(See April 1, 2021 Memorandum of Understanding)

ITEM 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

- A. Leave charts to be used to make selection during the choice vacation period shall be so designed to show each day in the leave year. Leave charts shall be maintained by supervisors and shall be made available to employees upon request. Such requests shall not be unreasonably denied.
- B. When the leave boards are first passed for selection of choice period by seniority, leave is considered approved upon the signature of the supervisor on the Form 3971 for the requested period. Form 3971 shall be prepared, in triplicate, by the employee. One copy shall be returned to the employee immediately upon receipt.

- C. Pass the Board. The leave boards shall be passed among the employees in each section in order of seniority. The leave boards shall be passed commencing on the first day of November and the passing shall be completed by the last day of December prior to the beginning of the leave year.
- D. Each employee will have the board a maximum of one (1) working day, two (2) working days in emergency circumstances.

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

Each year on November 1, Management will post on all official bulletin boards a notice showing the beginning date of the new leave year. This notice shall remain posted through the last day of November of the same year.

ITEM 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

- A. After the first passing of the leave board, application must be made at least four (4) days prior to the period for which the leave is requested. This does not preclude the line supervisor from granting leave with less than four (4) days notice.
- B. A request for annual leave within the choice period as defined shall not be accepted before the passing of the leave board.

C. Leave Applications

Employee in the crafts represented by the APWU shall be notified of the action taken concerning requests for annual leave within 72 hours after submission of Form 3971. For leave requests with a service (Saturday-Friday) week, said request will be answered within 36 hours by Management. All leave requests shall be submitted in triplicate to the appropriate supervisor who will make a note of the time of day received in the remarks section and such time must be initialed by the employee to be valid.

**Providing the leave was submitted to the appropriate supervisor no later than 72 hours prior to the Wednesday preceding the service week, such requests shall be approved or disapproved within 3 working days and returned to the employee. If the Form 3971 is not acted upon and returned within 3 working days, the requested leave shall be considered approved.**

ITEM 13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. Volunteers from the full-time and part-time regular employee complement normally scheduled for work on the day of the holiday, by seniority.
- B. Postal Support Employees (PSEs) will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a non-scheduled day or any full-time non-volunteers being required to work their holiday or designated holiday.
- C. Volunteers from the regular workforce who are normally on their regularly scheduled off-day, by seniority.
- D. Non-volunteers from the full-time regular workforce who are normally on their non-scheduled work day, by juniority.

- E. Non-volunteers from the full-time regular complement normally scheduled for work on the holiday, by juniority.
- F. Selection of maintenance craft employees shall be the order as identified in 1 through 5 above by occupational group, level and tour. Maintenance Mechanic Building and Maintenance Mechanic Equipment will be listed separately. Seniority for selected employees to work on a holiday is Installation Seniority.
- G. The Holiday schedule will be a posting of the three (3) day Holiday event, only.

ITEM 14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

- A. For the purpose of establishing the Overtime Desired List (OTDL), the following are identified as sections:
  - 1. Each station, branch, or finance unit, excluding maintenance, including GMF station
    - The GMF is defined as follows:
      - a. General Mail Facility, Box Section
      - b. General Mail Facility, Business Reply Mail (BRM)
      - c. General Mail Facility, Window Services
  - 2. Processing & Distribution Center, Letter Automation by Tour
  - 3. Processing & Distribution Center, Manual Operations by Tour
  - 4. Processing & Distribution Center, Bulk Mail Entry Unit (BMEU)
  - 5. Processing & Distribution Center, Vehicle Services by classification
  - 6. Processing & Distribution Center, AFSM100ai, by Tour
  - 7. Processing & Distribution Center, Small Parcel Bundle Sorter (SPBS) by Tour
  - 8. Processing & Distribution Center, Maintenance by occupational group, station/branch and by job description. Maintenance Mechanic Building and Maintenance Mechanic Equipment will be listed separately. Seniority for selecting employees to work overtime is Installation Seniority.
  - 9. Processing & Distribution Center, In-Plant Support
- B. Employees who are required to work mandatory overtime will be notified a minimum of one (1) hour in advance
- C. The Overtime Desired List:
  - 1. The OTDL shall be constructed to allow employees to select overtime by non-scheduled day, regular scheduled day, with a 10 and 12 hour option.
  - 2. Names shall be placed on the list in order of seniority.
  - 3. Employees on sick leave or annual leave shall not be considered for call in for overtime until they return to duty or notify the supervisor that they are available.
  - 4. Names shall be selected in rotating order starting with the first name following the last name used from the previous usage of the list.
- D. Employees making regular or employees moving from one section to another *currently on an OTDL*, shall be given seven (7) calendar days to request, in writing, to have their names placed on the appropriate OTDL.

- E. In the custodian occupational group, there will be an OTDL for each section as well as a master OTDL comprised of all sections to be used when the individual section OTDL is inadequate to provide the employees necessary to fulfill the need of the particular section where the need for voluntary overtime exists. The master list will be by occupational group and level. This master list will be utilized before mandatory overtime.
- G. Tours will be defined as follows:
  - 1. Tour 1 reporting time between 2000-0359
  - 2. Tour 2 reporting time between 0400-1159
  - 3. Tour 3 reporting time between 1200-1959

(See April 1, 2021 Memorandum of Understanding)

ITEM 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

The reassignment of a full-time employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any APWU bargaining unit employee on a scheduled assignment.

No regular assignment shall be reserved for assignment of injured or ill employees.

ITEM 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULAR ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED

Whenever a light duty assignment(s) is needed, Management shall consult with the APWU in order to construct such assignment(s).

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. Sections

- 1. Each station, branch, or finance unit, finance unit, excluding maintenance, including GMF station
 

The GMF is defined as follows:

  - a. General Mail Facility, Box Section
  - b. General Mail Facility, Business Reply Mail (BRM)
  - c. General Mail Facility, Window Services
- 2. Processing & Distribution Center, Customer Services Administrative
- 3. Processing & Distribution Center, Letter Automation by Tour
- 4. Processing & Distribution Center, Manual Operations by Tour
- 5. Processing & Distribution Center, Bulk Mail Entry Unit (BMEU)
- 6. Processing & Distribution Center, Vehicle Services by classification
- 7. Processing & Distribution Center, AFSM100ai, by Tour.
- 8. Processing & Distribution Center, Small Parcel Bundle Sorter (SPBS) by Tour
- 9. Maintenance by occupational group, and level

- a. Processing & Distribution Center
- b. Each station and branch
- c. Maintenance craft seniority for the purposes of excessing within the installation is Installation Seniority.

10. Processing & Distribution Center, In-Plant Support

H. Tours will be defined as follows:

- 1. Tour 1 reporting time between 2000-0359
- 2. Tour 2 reporting time between 0400-1159
- 3. Tour 3 reporting time between 1200-1959

(See April 1, 2021 Memorandum of Understanding)

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

Above quotas include Military leave and Union leave for conventions, schools and seminars.

ITEM 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

A. Schemes

- 1. There shall be no scheme changes from November 15 to January 1, except new street additions and/or correction of errors.
- 2. A minimum of 30 hours per accounting period of practical application shall be required of each employee per scheme requirement. Failure to accomplish this for a thirty (30) day period after advising Management on two separate occasions will result in the relieving of said scheme assignment. The above shall not apply to employees temporarily assigned to station and/or leave.

B. Safety and Health

- 1. Safety and Health Committee Meetings
  - a. The Safety and Health Committee shall meet quarterly. No meeting will be scheduled during December
  - b. The President of the APWU or his/her designee shall be a member of the Safety and Health Committee.

C. Discipline

No employee shall be disciplined solely on the basis of anonymous complaint(s).

D. Labor-Management Meetings

- 1. Meetings
  - a. The Labor-Management meetings shall be held monthly, except during the month of December. The meetings will be held on the Third Thursday of the month at 10:00 a.m. for the Plant and at 12:00 PM for Customer Service. Times and date changes may be made by mutual consent.

b. Minutes of Labor-Management Committee meetings shall be kept by Management. The Union may enter objections to the disposition of any agenda item. Management will make two (2) copies available to the APWU

2. Representation

One member from each craft represented by the APWU may attend each Labor-Management Committee meeting – the total not to exceed four (4). One member will be compensated as per Article 7, Section 5, of the National Agreement. Time and attendance by the others must be outside the employee's regular work schedule.

E. Length of Posting

The notice inviting bids for a craft assignment shall be posted for seven (7) calendar days. A copy of the Standard Position (SP) and/or Key Position (KP) requirements will be posted at the same time the position is placed up for bid.

F. Successful Bidder

Within ten (10) working days after the closing date of the posting (including December), the installation head shall post a notice stating the successful bidder and his/her seniority date. Management shall provide the President of the APWU a list of the next two bidders if the senior bidder is pending qualification.

G. Reposting

Positions shall be reposted when any of the following occur:

1. Starting or ending time is changed in excess of one (1) hour, except the incumbent shall have the option to accept such reporting time up to a two (2) hour change.
2. Duties as specified in the invitation to bid by Standard Position (SP) or Key Position (KP) number or other changes in excess of 25 percent (25%) per basic work week.
3. The geographical location (e.g. station, branch, main office, etc.) as specified in the invitation to bid are changed in excess of fifty percent (50%) per basic work week.
4. Scheme knowledge requirement is reduced to exceed fifty percent (50%) within six (6) months of the posting.

ITEM 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

A. Consultation

The President of the APWU shall be furnished with a copy of all National, Area, District and Local bulletins (Direct Lines, etc.) as well as any policy changes affecting terms and conditions of local employment.

B. Exchanges in the Basic Work Week

Employees may exchange basic work week on a temporary basis with another employee qualified to perform their work assignment with the approval of the supervisors concerned.

C. Positions Posted

It is agreed that Management shall furnish the President of the APWU with two (2) copies of all positions of crafts represented by the APWU advertised at the same time they are posted, or notification, if abolished.

- D. When it is necessary to assign work to a Level 6 Maintenance Mechanic outside his/her normal principal assignment area the work will be offered to volunteers in order of seniority (to those qualified and available). If there are not sufficient volunteers the work shall be assigned (to those qualified and available) by juniority.