

Boca Raton 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

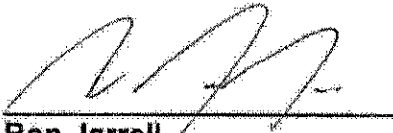
This Memorandum of Understanding is entered on August 31, 2022, at the Boca Raton Facilities between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union-AFL-CIO, pursuant to the Local Implementation of the September 21, 2021, through September 20, 2024.

RECOGNITION

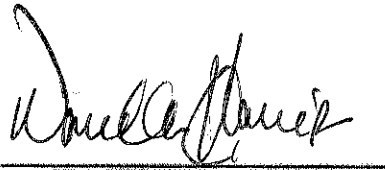
In accordance with the provisions of Article 1 of the Collective Bargaining Agreement, the employer recognizes the American Postal Workers Union as the designated exclusive agent for all employees in the Clerk, Motor Vehicle and Maintenance Bargaining Unit Craft for which each has been certified and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



Ron Jarrell
Postmaster
Boca Raton Post Office



Wanda Harris
President
Miami Area Local

TABLE OF CONTENTS

Item No.	Description	Page(s)
1	Additional or longer wash-up periods.	4
2	The establishment of a regular workweek of five (5) days with either fixed or rotating days off.	4
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.	4
4	Formulation of local leave program.	5
5	The duration of the choice vacation period(s).	7
6	The determination of the beginning day of an employee's vacation period.	7
7	Whether employees, at their option, may request two (2) selections during the choice vacation period, in units of either five (5) or ten (10) days.	7
8	Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.	7
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.	8
11	Determination of the date and means of notifying employees of the beginning of the new leave year.	8
12	The procedures for submission of applications for annual leave during other than the choice vacation period.	8
13	The method of selecting employees to work on a holiday.	9
14	Whether "overtime desired list" in article 3 shall be by section and/or tour.	9
15	The number of flight duty assignments within each craft or occupational group to be reserved for temporary or permanent flight duty assignment.	10

TABLE OF CONTENTS
Continued

Item No.	Description	Page(s)
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.	11
17	The identification of assignments that are to be considered light duty assignments within each craft represented in the office.	11
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.	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 implementation as provided in the craft provisions of this agreement.	12
22	Local implementation of this agreement relating to seniority, reassignments, and posting.	13

ITEM #1

Additional or longer wash-up periods.

Impasse-Arbitration Award 8-31-66 a reasonable amount of wash-up time shall be granted for those employees who perform dirty work or work with toxic materials, based on individual circumstances. Maintenance employees will be allowed reasonable wash-up time before lunch breaks and end of tour.

ITEM #2

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

1. As far as practicable, the five days in a normal work-week shall be consecutive days within the service week with fixed days off.

2. This does not apply to part-time employees.

3. Although it does not belong in the Local Memorandum of Understanding, these parties agree that it is a good business practice for local management to consult/advise in advance with the local union prior to changing duty assignments and reporting such.

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.

Management will consult with the appropriate local authorities in predetermining whether local conditions warrant possible curtailment or termination of postal operations.

In the absence of advice from local authorities, management shall evaluate each emergency situation and issue appropriate instructions. Priority shall be given first to the safety of employees in maintaining service to the public. Local Union officials shall be notified of any emergency conditions in an expeditious manner.

If environmental factors warrant the curtailment or termination of operations, all employees will be notified so that the safety and health of the employees is not jeopardized.

Prior to the posting of any contingency plans regarding such circumstances, the parties signatory to this agreement will meet to discuss any and all plans for contingency, or other conditions relating to the wages, hours and working conditions of the employees as well as to allow the union the opportunity for input into the contingency plan before possible implementation.

Management shall compile and post on employee bulletin boards the emergency contingency plan. This plan shall consist of, but not limited to, emergency notices, radio

and television stations, emergency shelters, evacuation procedures and provisions for the handicapped.

Management shall conduct mock evaluation/fire drills semi-annually, per tour, for each postal facility within the Boca Raton installation. Any employee who requests leave, as a result of working during emergency conditions; i.e. power failure, but not limited to, will be given every consideration.

When an alleged explosive device has been discovered or a threat has been made against the postal facility and verified by an installation head, or their designee, the facility shall be immediately evacuated until all safety measures have been taken by the proper authorities.

When a hurricane warning is issued to the area in which a Boca Raton employee of the APWU craft resides and conditions warrant, the employee requesting to be excused from work will be approved pending documentation.

ITEM #4.

Formulation of Local Leave Program

1. The first Saturday in November, management shall assign and post dates for each regular workforce employee for selection of first choice vacation period. Employees will make their choices on or before their assigned dates or forfeit their leave selection until all other employees in their section have been given their first choice.
2. Choosing shall begin on the first Saturday in December by seniority with (5) regular workforce employees every other day, per section, making their first selection.
3. Immediately following completion of first choice vacation selection, management shall assign and post dates for each regular workforce employee for selection of second choice vacation period.
4. Upon completion of first and second choice selection, all employees may request any open dates during the choice vacation period as designated in the Local Memorandum of Understanding. Item #5, on a first come, first serve basis. The percentages of a section as designated in the LMU, Item #9, shall apply. This cannot allow any employee who earns 15 days leave a year to put together more than two consecutive weeks at one time in the choice period. It cannot allow an employee who earns either 20 or 25 days leave a year to put together more than three consecutive weeks at one time in the choice period.
5. Management shall post in each section all vacation selections daily, as Approved, enabling each employee to know available dates and any cancelled leave.
6. Employees shall keep original choice vacation selection from old section when transferring to a new section either voluntarily or involuntarily.
7. It will be the responsibility of any employee carrying over 440 hours leave after choosing their choice vacation to submit a PS Form 5971 for the purpose of using excess leave before the end of the choice vacation period.

8. Management shall post a notice, city wide, informing all clerks who have a balance of 440 hours or more that they must submit leave requests so that they will not lose any of their leave by the end of the leave year. This notice will be posted no later than November 1st each year.

9. For the purpose of choice vacation period, sections shall be defined as follows:

Section 1	Downtown Station	All Clerks
Section 2	Palmetto Park Carrier Annex	All Clerks
Section 3	Palmetto Park Postal Store	All Clerks
Section 4	Main Office	Tour 1 and 2
Section 5	Boca Rio Branch	All Clerks
Section 6	West Boca Carrier Annex	All Clerks
Section 7	West Boca Postal Store	All Clerks
Section 8	Woodlands Station	All Clerks
Section 9	Downtown Station	Maintenance
Section 10	Woodlands Station	Maintenance
Section 11	West Boca Carrier Annex	Maintenance
Section 12	Palmetto Park C.A. and P.S.	Maintenance
Section 13	Main Office	Maintenance
Section 14	Boca Rio Branch	Maintenance
Section 15	Main Office	EMEL

Any employee whose tour of duty includes 4 1/2 work hours or more in any tour defined in #9 shall be that section. Any employee whose tour of duty is split equally between two tours or cannot be defined by the above for any reason, their beginning tour shall be used to determine their section.

10. It is mutually agreed by both parties to this agreement that Management shall notify local union officials of any proposed additions or changes, for example but not limited to: additions, deletions or modifications of facilities affecting any employee or group of employees, such as location changes, etc. to Article 30, Item #4 and #9 of the Local Memorandum of Understanding.

11. Employees in the regular work force may request to cancel approved annual leave. Choice selections must be cancelled at least seven (7) calendar days prior to the start of the scheduled leave. Leave other than choice selection may be cancelled prior to the date of the leave. Notification of request to cancel should be as early as possible. To cancel annual leave, the employee must submit PS Form 3971, in duplicate, showing the date(s) of the approved leave; in the remark section, they must indicate their request to cancel the leave. Such request to cancel approved leave shall not be denied unless it causes a balance in excess of 440 hours annual leave. The supervisor shall sign the PS Form 3971 in the presence of the employee showing that the request for cancellation of leave has been received. The supervisor shall immediately return the duplicate copy of the approved cancellation to the employee.

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

period. No information will be added to the "Remarks" section of a PS Form 3971 after the employee has signed such form. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

13. The employer will continue to provide revised schedules for military leave. Employees will not be required to work overtime on scheduled off days while on military duty.

ITEM #8: The duration of the choice vacation period(s)

The duration of the choice vacation period shall be from January through November and December 26th through December 31st.

ITEM #9: The duration of the beginning day of an employee's vacation period.

The beginning day of an employee's vacation period shall be the first day of the employee's basic work week. The first day of the employee's basic work week is defined as the first day following the first non-scheduled work days. Those employees with split days off shall start their choice vacation selection the day following the first non-scheduled work day in a basic work week. Exception may be granted by a mutual agreement between among the employee, AFWL and USPS representatives, 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.

Employees may, at their option, request two selections during the choice vacation period in units of five (5) or ten (10) days.

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 selection. 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 14% of each Craft in each section will be granted annual leave during the months of March, April, May, June, July, August, September and October. Incidental leave for this period will be at 12%.

During the period from December 26th through February 29th both choice and incidental leave will be at 10%

December 1 through December 25 will be excluded from this percentage.

In applying the percent, any fraction .5 or more shall mean one additional employee.

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

Each regular workforce employee shall receive the duplicate copy of the approved PS Form 3971 no later than the first full service week in March.

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

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 All facilities in the Boca Raton installation with the official copy maintained in the administrative and/or manager's office.

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

The Employer shall, no later than November 1st, publicize on bulletin boards at all facilities in the Boca Raton installation and by other appropriate means, the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

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

Application for annual leave for other than the Choice Vacation period shall be on a first come, first serve basis by seniority. Employees requesting incidental leave must be submitted no sooner than sixty (60) days prior to the date the leave is requested.

A properly completed PS Form 3971 is to be submitted by the employee in triplicate directly to the immediate supervisor. The supervisor shall sign and date the PS Form 3971 in the presence of the employee that the request has been received. The employee shall immediately receive the triplicate copy showing the signature of the accepting supervisor and date notified. The supervisor shall return the duplicate PS Form 3971 to the applicant within seventy-two (72) hours approved or disapproved. If the duplicate PS Form 3971 is not returned approved or disapproved to the employee within seventy (72) hours, the leave shall be considered granted.

In cases where leave is submitted to the supervisor for the same tour of duty where the employee has already clocked in, the supervisor and the employee will initial the date and time of receipt on the PS Form 3971 and will advise the employee of the approval-disapproval within two hours of the request. If the request is not acted on within two hours from the time of receipt, the leave request will be considered granted.

Employees on temporary light duty or temporary limited duty, for the purpose of administering incidental leave, will be considered in the work assignment for which they are working light duty or limited duty at the time of the request for leave.

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

The National Agreement shall be the guideline for holiday work.

As many full-time scheduled employees as can be spared will be excused from duty on a holiday or designated 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:

1. Full-time employees by seniority who have volunteered to work on the holiday or designated holiday when such day is part of their regular work schedule.
2. PSE – Postal Support Employee.
3. Full-time volunteers in order of their 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 juniority from section and tour. 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 outline Article 8, Section 4, shall apply.

The manner of determination for volunteers to work their holiday or designated as their holiday will be accomplished as follows: Two (2) weeks prior to the Tuesday proceeding the service week in which the holiday falls a Holiday Volunteer Desired List will be established for volunteers. Those full-time volunteers eligible to sign the list and who do so will be considered volunteers.

In implementing the method of selection of employees to work on a holiday weekend, no full-time Employee will be required to work more than one (1) day of any three (3) days holiday weekend provided that employee has not volunteered to work their holiday, day designated as their holiday, or is on the overtime desired list.

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

The "Overtime Desired List" (OTDL) in Article 8 shall be by section and tour as defined below:

Section 1	Downtown Station	All Clerks
Section 2	Palmetto Park Carrier Annex	All Clerks
Section 3	Palmetto Park Postal Store	All Clerks

Section 4	Main Office	Tour 1 and 2
Section 5	Boca Rio Branch	All Clerks
Section 6	West Boca Center Annex	All Clerks
Section 7	West Boca Postal Store	All Clerks
Section 8	Woodlands Station	All Clerks
Section 9	Downtown Station	Maintenance
Section 10	Woodlands Station	Maintenance
Section 11	West Boca Center Annex	Maintenance
Section 12	Palmetto Park C.A. and P.O.	Maintenance
Section 13	Main Office	Maintenance
Section 14	Boca Rio Branch	Maintenance
Section 15	Main Office	EMER

Tour 1 0060-0080
 Tour 2 0100-1060

Any employee whose bid or assigned bid tour of duty includes 4:00 work hours or more in any tour defined above shall be in that section. Any employee whose bid or assigned bid tour of duty is split equally between two tours or cannot be defined by the above for any reason, their beginning tour shall be used to determine their section.

If an employee misses the opportunity to sign the overtime desired list prior to the closing date due to annual leave, sick leave, change of bids, etc., the opportunity may be extended for 15 days from the date of closing, if agreed to by management and the union. The exception to the criteria of 15 days will be regarding bids. Under such circumstances, the employee will have 15 days from date of assignment to the new position in which to sign it. If the employee removes their name from the overtime desired list, they will not be allowed to restore their name to the list until the next quarter.

It is mutually agreed by both parties to this agreement that management shall notify local union officials of any proposed additions or changes for example, but not limited to, additions, deletions or modifications of facilities such as location changes, etc., to Article 30, Item 18 of the National Agreement.

It is further agreed that when any changes as defined above occur, it will be defined prior to implementation. Definition of the new sections shall be by mutual agreement between the President of the APWU and the Installation Head.

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

The number of light duty assignments will be as many as available in the Boca Raton installation. The installation head shall make an effort to place all medically qualified light duty requests.

All properly documented light duty requests will be approved or disapproved within 120 hours.

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.

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 himself or others.

Section 2: 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 them to full-time/part-time assignments (as applicable) 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 light duty assignments 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 the immediate supervisor will assist employees to determine their needs for light duty assignments and help prepare written requests for assignments to light duty.

Section 3: If an employee is denied light duty, a light duty meeting chaired by the management designee and a union representative will be held. After the meeting, a recommendation concerning the light duty request will be made to the installation head for consideration. The installation head will render a decision in each case with a brief statement explaining any denials.

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, for example, but not limited to the following: Any part of the employee's regular duty assignment; desk and/or office work, sitting on a flat rest bar while distributing letter mail, training employees, answering telephones, labeling cases, checking in carriers, boxing mail, handling accountables, claims, notes, fueling vehicles, stock room, completing and filing forms, i.e., but not limited to, 3849's, 3479's, 2971's, turnbacks, Blue Star verification, firma, general housekeeping or any combination of these duties.

Permanent Light duty employees will not be assigned the positions in total, already established as light duty positions or assignments. However, this does not restrict the posting of regular bid assignments, which may list a portion of the job titles designed as light duty assignments.

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.

Sections with the Boca Raton installation are as follows:

Section 1	Maintenance	All Maintenance
Section 2	Downtown Station	All Clerks
Section 3	Main Office	Tour 1
Section 4	Main Office	Tour 2
Section 5	Woodlands Station	All Clerks
Section 6	West Boca Carrier Annex	All Clerks
Section 7	West Boca Postal Store	All Clerks
Section 8	Boca Rio Branch	All Clerks
Section 9	Palmetto Park C/A & P/S	All Clerks

ITEM #19: The assignment of employee parking spaces.

Impasse-Arbitration award 8-31-88. Parking spaces, which the installation head determines are available in excess of the needs of the service, shall be used on a first come, first serve basis for Postal employees only.

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 items which are subject to local negotiations as provided in the craft provisions of the Collective Bargaining Agreement.

A. The installation head shall post and furnish a copy of an updated quarterly list of the clerk and maintenance crafts to the local Union on a quarterly basis.

B. When an employee in the clerk craft has their principal work assignment changed by 50% or more, the assignment may be re-posted at the option of the employee.

C. Except in the maintenance craft, all assignments with a change in starting time of more than one hour shall be re-posted.

D. Except in the maintenance craft, all assignments with a change in starting time of more than one hour shall be re-posted.

E. Except in the maintenance craft, the successful bidder must be placed in the new assignment within twenty-one days except in the month of December.

F. The union office shall be notified at least fourteen (14) prior to re-posting. Recommendations from the union will be given consideration before making a determination. The union will be notified of the final changes in re-posting.

G. On Monday prior to the Tuesday posting, the local business agent or her designee will be provided a copy of the posting. A copy will also be sent to the APWU President. Bids will be posted no earlier than 12:00 noon on Tuesdays.

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

A. The Union shall be notified in writing whenever an addition is made to the regular workforce covered by this Agreement.

B. Management is responsible for the application of day to day seniority among the regular workforce as provided by Article 37.

C. When a temporary assignment of 60 days or more becomes available, it will be filled in accordance with Article 37, Section 1F. of the National Agreement. The Union will be notified of such assignment.

D. No current duty assignment that becomes vacated or any new duty assignment shall be posted for bid with less than twelve (12) hours between duty tours.

E. A representative designated by the President of the APWU may be present at the opening of the bids at the option of the Union.

MISCELLANEOUS:

Overtime:

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

It is not the policy of the Southeast Area to work employees off-the-clock.