

2018 – 2021

LOCAL

AGREEMENT

Between

American Postal Workers Union (APWU), AFL-CIO

SOUTHWEST FLORIDA AREA LOCAL



and

UNITED STATES POSTAL SERVICE

FORT MYERS, FLORIDA



2018-2021
**Local Memorandum of Understanding – Fort Myers Post Office
And
Southwest Florida Area Local - APWU**

ITEM 1 ADDITIONAL OR LONGER WASH-UP PERIOD

A reasonable amount of wash-up time shall be granted for the employees who perform dirty work or work with toxic or hazardous materials.

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

All full-time regular employees shall have fixed days off. All bids at the P&DC will have consecutive days off.

**ITEM 3 GUIDELINES FOR CURTAILMENT OF OPERATIONS 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 as to require curtailment or termination of postal operations shall be made by the installation head.
- B. When emergency conditions are determined to exist, management shall immediately notify the local union president or union office.
- C. In the event a decision is made that employees will not be required to report for duty, management shall notify all electronic media to make this announcement.

ITEM 4 FORMULATION OF LOCAL LEAVE PROGRAM

- A. By October 15, Management shall post all applicable vacation procedures on all official bulletin boards.
- B. By November 1, Management shall begin circulating a choice vacation calendar. The calendar will reflect the number of employees that are allowed off each week of the choice vacation period.
- C. Employees will use the choice vacation calendar to make their first and second vacation selections. All first selections will be recorded on the vacation calendar in black and second selections in red. All selections will be based on seniority. 3971s shall be submitted at the time the selections are being made. If a vacation period is already maxed out, an employee can submit a PS 3971 for that period in the event that the time frame becomes available at a later date. If the vacation period becomes available, Management shall post all vacancies within 3 days of receipt. Within 3 days thereafter, employees who have denied 3971's for any portion of the vacancy may submit a new request with the old 3971 attached. Then, within three (3) days, Management shall award that period based upon seniority.

ITEM 4 CONTINUED

- D. Employees must make their vacation selection when given the vacation calendar or be passed over until they are ready to make their selection. Employees who cannot be contacted will be passed over. Management will notify the Union President or Vice President, prior to passing over any employee. Employees on their days off will not be passed over. Employees who will be on annual leave during this time frame will submit their written preferences of their selections, prior to taking their leave, or will be passed over. The Choice Vacation Period selection process will end on November 30, at 12:00 PM, no exceptions. The Union will insure the CVP selection process is completed by November 30, at 12:00 PM. The Choice Vacation schedule will be posted by December 7th.
- E. Each request for a week of leave shall include 7 days.
- F. When employees change sections/tours, they may retain, at their option, their approved leave.
- G. Employees who qualify for sick leave while on vacation shall, upon submission of acceptable proof, be granted another selection of the remaining choice vacation period within the prescribed percentages for choice vacation.
- H. Employees may cancel leave during the CVP upon submission of the appropriate form at least 7 days in advance of the approved leave.
- I. Annual leave shall be granted by seniority, section and tour as follows:
 - 1. BMEU
 - 2. APBS
 - 3. Mail Processors
 - 4. Manual clerks
 - 5. Support
 - 6. Motor vehicle
 - 7. Each facility
 - 8. Maintenance by occupational group, tour and each facility/station/branch individually
- J. Employees serving in a temporary supervisory capacity for more than 50% of the time, 90 days prior to requesting or taking leave, shall not affect the total number of employees entitled to leave in that section.
- K. **Postal Support Employees (PSEs) shall be included in the complement when determining the number of employees allowed off during the choice vacation period.**

ITEM 5 THE DURATION OF THE CHOICE VACATION PERIOD

The CVP shall be from January 1 through December 31.

ITEM 6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The vacation period shall start on Saturday, except the week of December 26 thru the first Friday in January. **The Motor Vehicle Craft vacation period shall start on Saturday.**

ITEM 7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS

- A. Employees who choose to request only one selection for CVP may use any number of continuous days, beginning on Saturday, up to the limits as specified in Art. 10.3, of the Collective Bargaining Agreement.
- B. Employees may request two selections. All first selections shall be addressed before any second selection.

ITEM 8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

- A. Jury duty shall not be charged to CVP.
- B. Attendance at National or State conventions shall not be charged to the CVP. No more than 3 delegates shall be granted leave above the percentages.

ITEM 9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

- A. At least 15% in each section shall be granted leave from December 26 through the first Friday in January, at least 8% from the next day thru the last Friday in March, at least 15% from the next day through Thanksgiving week, **at least 5% from the next day until December 25.**
- B. In VMF, at least 15% from January 1 through December 31.

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

With the exception of submissions of PS Form 3971s during the Choice Vacation Selection, all 3971s shall be submitted in triplicate. A "received" copy shall be immediately returned to the employee noting the date of the original request. The "action" copy shall be returned to the employee within three (3) days approved or denied if employee is available within the three (3) days. Failure to return the action copy of the 3971 to the employee within the three (3) day period will result in the request being automatically approved, providing the employee has the "received" copy showing the date the 3971 was originally submitted. A supervisor may have the Union Steward initial and receive the action copy of the 3971 within three (3) days, which will meet management's obligation to notify, in the event the employee is unavailable to receive the action copy of the 3971.

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

Each year by November 1, Management shall post a notice on the official bulletin boards showing the beginning date of the new leave year.

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

- A. Any request for leave which is submitted after December 10 is considered "other leave". All requests for other leave will be considered on a first-come, first-served basis. Requests for other leave can only be submitted for the current leave year or by December 10, prior to the beginning of the next leave year by tour. All requests received on December 10 will be considered submitted simultaneously by the time notated by tour as follows:

Tour I:	0400
Tour II:	1200
Tour III:	2100

- B. 3971s shall be submitted in triplicate. One 3971 shall be returned to the employee within three (3) days (See Item 10).
- C. 1. Other leave requested at least 7 days in advance shall be granted by section and tour as follows:
- a) All sections except VMF, 15% from December 26 through the first Friday in January, 8% from the next day thru the last Friday in March, 15% from the next day through Thanksgiving week, **at least 5% from the next day until December 25.**
 - b) VMF, 15% from January 1 through December 31.
 - c) PSEs will be included in "other leave" and will select leave by seniority, per Item 12.
2. Leave requested less than 7 days in advance shall be considered solely on service needs.
- D. The local Union President shall break ties when multiple requests for union activity are submitted for the same days.
- E. If employees who request the same absence submit 3971s simultaneously, seniority shall be the determining factor for consideration.
- F. Percentages shall be applied on the day the employee request the leave.
- G. The rounding rule shall apply as follows: any percentage below .50 shall be discarded. In small sections, at least one employee shall be granted leave in that section where the percentage of the section would be less than .50.
- H. A vacancy exists when approved leave becomes available. Management shall post all vacancies within 3 days of receipt. Within 3 days thereafter, employees who have denied 3971s for any portion of the vacancy may submit a new request with the old 3971 attached. Then, within three (3) days, Management shall approve the oldest 3971(s) up to the allowed percentage. **Management shall keep the Annual Leave Calendar updated throughout the year.**

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

- A. Ten days prior to the posting of the holiday schedule, Management shall post a list seeking volunteers to work any day of the three-day holiday period. Management shall provide a copy of the sign-up sheets and final holiday schedule to the local union president.
- B. Employees shall be selected as follows:
 - 1. All full-time employees by tour who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
 - 2. **All full-time volunteer employees by tour who possess the necessary skills and their scheduled non-work day falls on the holiday, even though the payment of overtime is required, by seniority.**
 - 3. **All PSE employees.**
 - 4. Full-time employees by tour who possess the necessary skills who have not volunteered to work their holiday, by inverse seniority.
 - 5. Full-time non-volunteer employees by tour who possess the necessary skills and their scheduled non-workday falls on the holiday, even though payment of overtime is required, by inverse seniority.

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

- A. The overtime desired list shall be by section and tour as listed in Item 4.I, with the exception of APBS and Manual, which will be combined for OTDL purposes only, by Tour. There will be two overtime lists, 1.) Employee's normal workday, 2.) Employees non-scheduled workday.
- B. Supervisors may go outside the section for overtime volunteers, once the ODL has been maximized for that section where the overtime is needed, and volunteers possess the necessary skills.
- C. Employees may remove their name from the ODL by providing written notice to Management. The "removal" is effective at the end of tour unless overtime has been assigned.
- D. Employees who change sections/tours shall, at their option, retain their volunteer status on the ODL.
- E. Management shall post an updated OTDL at least two weeks prior to the start of the calendar quarter. Employees already on the OTDL shall be automatically carried over to the new OTDL. Employees not on the OTDL shall be able to add their names to the OTDL during this time frame.
- F. Management will make a reasonable attempt to give employees at least one-hour notice when overtime is required. If less than one-hour notice is given, the overtime will be considered voluntary, but will count as an "opportunity" for rotation purposes.

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

No specific number of assignments are designated as light duty assignments.

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. Each request for light duty shall be considered on its merits. Maximum effort must be made to assign an employee who is recovering from illness or injury.
- B. Management shall notify the local Union President of all light duty assignments considered or granted within the APWU bargaining unit for any postal employee.
- C. Management shall provide advance written notice of all light duty assignments granted into the APWU bargaining unit to non-APWU bargaining unit employees. Such work shall be assigned during the tour that the work is normally performed.

ITEM 17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

The clerk craft assignments considered to be "light duty" shall be, but not limited to:

- A. Manual distribution at the P&DC, stations and branches

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 by tour, scheme and facility, are as follows:
 - 1. Stations & Branches
 - a) Window Clerks
 - b) Non-window-qualified clerks
 - 2. BMEU
 - 3. APBS
 - 4. Mail Processors
 - 5. Manual clerks
 - 6. Support
 - 7. Maintenance by occupational group, tour and each facility/station/branch individually
 - 8. Motor Vehicle
- B. Tours are defined as follows:
 - 1. Tour 1: 2000-0359
 - 2. Tour 2: 0400-1159
 - 3. Tour 3: 1200-1959

ITEM 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

- A. Where there are adequate employee parking spaces for all personnel, parking shall be on a first-come, first-served basis.
- B. Management shall strive to secure and maintain sufficient free parking for all employees. Where there are not sufficient spaces, assignment of available employee parking spaces at each unit shall be made by seniority.
- C. Management agrees to keep all employee parking in satisfactory condition. Where necessary, signs will be erected to designate "employee only" parking, and employee parking spaces will be numbered, all such costs to be borne by management.
- D. Union representatives shall be authorized to park in available employee parking spaces while conducting official union business.
- E. Those spaces designated "official parking" shall be so designated seven days a week.
- F. The APWU President and Vice-President shall be assigned official parking spaces at their work sites, near the employee entrance, provided employee parking is available and limit management spaces to the number of EAS employees. Management will retain the right to assign parking spaces as deemed appropriate with the understanding that any major changes should be discussed in a Labor/Management meeting.
- G. Temporary employees shall be granted employee parking spaces provided sufficient parking spaces remain available for all APWU bargaining unit employees. This rule shall not apply during the first 25 days of December.
- H. Management shall designate up to seven (7) spaces for motorcycle parking only.
- I. Management may designate four (4) parking spaces for Combined Federal Campaign raffle winners.

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

Leave for union activities shall not be part of the CVP.

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

Management shall provide the local union president with copies of the ODL, ODL sign up sheets, and seniority lists on a quarterly basis.

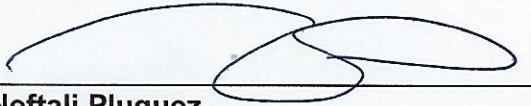
ITEM 22 LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

- A. Management shall post hours of duty on bid assignments and work schedules in military time: 24-hour clock, 60 minutes to the hour. All bids shall include the section, principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch or other location (s) where the greater portion of the assignment will be performed), and all other information as per Article 37 of the Collective Bargaining Agreement.
- B. Management shall post all bid notices for at least 10 days.
- C. A duty assignment shall be reposted when the principal assignment area is changed, a scheme is added or dropped, at least forty percent of the duties are changed, or the starting time is changed in excess of one hour, except that the incumbent may accept a new starting time NOT in excess of two hours. When a scheme is dropped, or the start time is changed more than one hour, the incumbent may elect, within 5 days, to stay in the position providing the employee has been in the assignment for one year.
- D. Management shall mail a copy of all posted duty assignments to the local union president in a timely manner.
- E. A copy of all bid results will be given to a union representative.
- F. Management and Union agrees to conform to all rules and regulations of the bidding process as implemented by Shared Services provided it does not violate the National Agreement or the LMOU.
- G. Employees on authorized leave may request, and shall subsequently receive, a copy of all applicable bid notices.
- H. Management shall send a copy of the posted bid notice to the senior bidder and successful bidder.
- I. When posted duty assignments contain errors, they shall be corrected, and the duty assignments reposted at all work locations for at least 10 days. Management shall send copies of both postings to the local Union President.
- J. Management shall post senior bidder announcements within 7 days.
- K. Management shall notify the local Union President of all additions and reductions in the bargaining unit. **The local Union President or his/her designee shall be provided ample opportunity to address new employees. All time spent in such orientation shall be on the clock.**
- L. The local Union President will be given written notice when it is proposed to permanently reassign a light/limited duty employee to a craft represented by the APWU.
- M. All crafts represented by the APWU will receive a fifteen (15) minute break normally after approximately two (2) hours of work. Approximately two (2) hours of work is generally defined as between 1:45 and 2:15 hours.

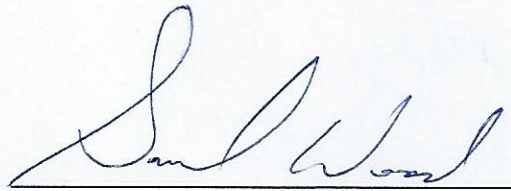
ITEM 22 CONTINUED

- N. A designated APWU representative will be permitted to address new employees represented by the APWU on the clock within the first five (5) working days at the Fort Myers Post Office.**
- O. It is the policy of the Southern Region that supervisors will not perform APWU Bargaining Unit Work. Violation of this policy shall be subject to the grievance procedure outlined in Article 15 of the National Agreement except as provided per Article 1, section 6 of the National Agreement.**
- P. All APWU represented employees are encouraged to make voluntary blood donations for the community and the Fort Myers Post Office. All APWU represented employees may be excused to make these donations while on the clock. The time necessary includes the time required for travel.**
- Q. Leave requested by Union Representatives for Union Business (Annual Leave, LWOP, etc.) will not be unreasonably denied and will be considered scheduled leave. Union representatives will be allowed in all postal facilities while performing Union business and will not disturb the normal operations.**

This Memorandum of Understanding is entered into on October 30, 2020, at Fort Myers, Florida, between the representatives of the United States Postal Service and The American Postal Workers Union, AFL-CIO, pursuant to the local implementation Provisions of the 2018-2021 Collective Bargaining Agreement.



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