

2018 – 2021 LOCAL AGREEMENT

Between

**American Postal Workers Union (APWU), AFL-CIO
SOUTHWEST FLORIDA AREA LOCAL**



and

**UNITED STATES POSTAL SERVICE
LEHIGH ACRES, FLORIDA**



2018-2021
Local Memorandum of Understanding – Lehigh Acres, Florida
United States Postal Service
And
Southwest Florida Area Local / APWU

ITEM 1 ADDITIONAL OR LONGER WASH-UP PERIODS

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.

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. Starting **November 1**, management shall begin circulating a choice vacation calendar. The calendar shall clearly reflect the number of employees that are allowed off each week of the choice vacation period. The choice vacation calendar is to remain on postal premises, posted in the installation head's office for review and selection.
- C. By **December 7**, management shall post the vacation schedule.

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- D. In order that each employee may know precisely what vacation selections are available to him/her in making his/her selection for the choice vacation period, a vacation selection calendar will be circulated among all employees, by seniority showing all unfilled slots available. The vacation calendar will be circulated for the first and second selection periods. All first selections will be recorded on the vacation calendar in black and second selections in red. Employees shall be allowed to make their first selection on the vacation calendar. During the first selection period, employees who earn 13 days annual leave per year shall be allowed two consecutive weeks at any time during the choice vacation period, employees who earn 20 or 26 days of annual leave per year shall be allowed up to three consecutive weeks. Employees taking two or three consecutive weeks as stated above will not be allowed to have a second selection. After all first selections have been completed; employees shall be allowed to make their second selections by seniority. 3971's shall be submitted at the time of the selections being made.
- E. Employees must make their vacation selection when it is their turn or will be passed over until they are ready to make their selection. 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 are on annual leave during this time frame will submit their written preferences of their selections, prior to beginning their leave, or will be passed over. 3971's shall be submitted at the time of the selections being made. If a vacation period is already filled an employee may fill out a 3971 for that period in case it becomes available. If the vacation period becomes available, the senior employee who filled out a 3971 during choice vacation and was denied shall be awarded that period.
- F. Each request for a week of leave shall include 7 days.
- G. Employees who become ill while on vacation shall, upon submission of acceptable proof, be granted another selection of the remaining Choice Vacation Period (CVP).
- H. When employees change sections/tours, they may retain, at their option, their approved leave.
- I. Annual leave shall be granted by seniority and craft.
- J. Employees may cancel leave during the CVP upon submission of the appropriate form at least 7 days in advance of the approved leave.

ITEM 5 THE DURATION OF THE CHOICE VACATION PERIOD

The CVP shall be from December 26 through Thanksgiving week.

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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 through January 2.

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

Employees may request two selections up to the limits as specified in Article 10.3 of the Collective Bargaining Agreement.

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 the Choice Vacation Period.

B. Attendance at National or State conventions shall be charged to the Choice Vacation Period if requests are submitted prior to January 15.

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

At least 15% of employees shall be granted leave throughout the Choice Vacation Period.

A. The rounding rule shall apply as follows: any percentage below .50 shall be discarded.

B. PSE's will be included in both "choice vacation" and "other leave" percentages.

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

P.S. Forms 3971's shall be returned to employees who have approved or disapproved vacation. The employer shall post the vacation schedule and provide a copy to the local Union President.

ITEM 11 DETERMINATION OF THE DATE AND THE 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. Management shall also provide a copy to the local Union President.

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ITEM 12 THE PROCEDURES FOR THE 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 can only be submitted for the current leave year or by **December 10** prior to the beginning of the next leave year as listed in Item 4I. All requests received on **December 10** will be considered submitted simultaneously by 12:00 Noon. Other leave shall be granted throughout the year.
- B. PSE’s will be included in the “other leave” selection process by seniority in accordance with 12.A above.
- C. All selections not filled during the CVP shall be filled on a first-come, first-served basis.
- D. PS Forms 3971 will be submitted in duplicate (or triplicate for employee’s record). Failure to notify or return the PS Form 3971 within the allotted **3** days will result in the request being automatically approved, provided the employee has obtained a properly signed (triplicate copy) acknowledgment of the leave request being submitted. The supervisor will document on the PS Form 3971, the date received.
- E. Employees on extended absences, using combinations of annual leave and LWOP, shall state on their 3971 the specific dates each variety of leave is used so that others may have access to annual leave on those dates when LWOP is used. Extended absences up to 30 days, if known in advance, shall be included in the percentages in the CVP and shall be notated on the vacation calendar.
- F. Employees requesting absences for Union activity shall have leave granted unless management can demonstrate a serious emergency situation. The local Union President shall break ties when multiple requests for Union activity are submitted for the same days.
- G. If employees who request the same absence submit 3971’s simultaneously, seniority shall be the determining factor for consideration.
- 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 3971’s for any portion of the vacancy may submit a new request with the old 3971 attached. Then within 3 days, management shall approve the oldest 3971 (s) up to the allowed percentages.
- I. Percentages shall be applied on the day the employee requests the leave.

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- J. The rounding rule shall apply as follows: any percentage below .50 shall be discarded.

ITEM 13 THE METHOD OF SELECTING EMPLOYEES TO WORK THE 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.
- B. Employees shall be selected as follows:
 - 1. Full Time and PSE volunteers who possess the necessary skills earning straight time pay by seniority.
 - 2. Full Time and PSE volunteers who possess the necessary skills earning premium pay by seniority.
 - 3. PSE non-volunteers by juniority.
 - 4. Full Time non-volunteers who possess the necessary skills earning premium pay by juniority.
 - 5. Full Time non-volunteers who possess the necessary skills earning straight time pay by juniority.
- C. All employees are included in the holiday pecking order.

ITEM 14 WHETHER “OVERTIME DESIRED LIST” IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR

- A. The overtime desired list shall be by craft and section as listed in Item 4.I.
- B. There will be two overtime lists, 1) employee’s normal workday, 2) employee’s non scheduled work day. Employees may remove their name from either list by providing written notice to Management. The “removal” is effective at the end of tour unless overtime has been assigned.
- C. Employees who change their sections/tours shall, at their option, retain their volunteer status on the ODL.
- D. Management shall post an updated overtime desired list two weeks prior to the start of each calendar quarter. Employees already on each overtime desired list shall be automatically carried over to the new overtime desired list. Employees not on one or both of the overtime desired list(s) shall be able to add their names, if desired, to the new overtime desired list(s).
- E. When the need for overtime arises, management shall give at least one (1) hour’s notice to employees on duty. If less than one hour’s notice is given, the overtime shall be voluntary, and no by-pass will have occurred as long as the employee was given the opportunity. (Exceptions to the one (1) hour’s notice shall be an unforeseen circumstance, I.E., machine breakdown, power failure, etc..)

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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/limited duty assignments considered or granted within the APWU bargaining unit for any postal employee. The notice shall include the employee's name, craft, hours and days of assignment, and expected duration.
- C. Management shall provide advance written notice of all work assignments granted into the APWU bargaining unit to non-APWU bargaining unit employees.

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

Several samples areas of Clerk duties which may be considered for light duty assignments are, but not limited to:

- A. Handling of undelivered waste
- B. PS Form 3549 forwarding
- C. Returning second and third-class mail
- D. Distribution of letter-sized mail
- E. Notices on unclaimed parcels
- F. Answering phones
- G. Customer service issues

ITEM 18 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN

Each craft shall comprise a section.

ITEM 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Any remaining parking spaces available after Management has determined what is required for customer, official vehicle, assigned rural routes and Management parking shall be provided to the employees on a first-come, first-served basis.

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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 A PART OF THE TOTAL CHOICE VACATION PLAN

Annual leave to attend Union activities requested prior to the determination of choice vacation schedule shall be a part of the choice vacation plan.

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

- A. Management shall provide the local Union President with a copy of the seniority list on a quarterly basis.
- B. A Union designee shall be permitted time on the clock to give Union orientation to new employees within five (5) days of their employment

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

- A. Management shall notify the local Union President of all additions and reductions in the bargaining unit.
- B. Management shall mail a copy of all postings to the local Union President in a timely manner.
- C. Management shall post all bid notices for 10 days.
- D. Management and the Union agree 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. If manual bidding is necessary, a Union Shop Steward or Union designee shall attend the opening of all bid assignments on official time. If a Union representative is not available at the close of bidding, management shall seal the bid box to prevent further bidding.
- E. Bids mailed by employees shall be by certified mail. All mailed bids shall be placed in a locked bid box upon receipt.
- F. Successful bidders shall be placed in their new assignments within 28 days.
- G. When posted duty assignments contain errors, they shall be corrected, and the duty assignments reposted at all work locations for 10 days. Management shall send copies of both postings to the local Union President.
- H. Management shall post hours of duty on bid assignments and work schedules in military time: 24-hours clock, 60 minutes to the hour.

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- I. 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.
- J. Employees on authorized leave may request, and shall subsequently receive, a copy of all applicable bid notices.
- K. Upon request, management shall send a copy of the posted bid notice to the senior bidder and successful bidder.
- L. 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.**
- M. **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 Lehigh Acres Post Office.**
- N. **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.**

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This Memorandum of Understanding is entered into on November 17 2020, at Lehigh Acres, 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.



Mark Pie
(A) Postmaster
United States Postal Service
Lehigh Acres, Florida 33936



Samuel Wood
President
Southwest Florida Area Local, APWU
Fort Myers, Florida 33966