# Local Memorandum of Understanding

### Between the

# St. Louis Gateway District Area Local, American Postal Workers Union

# And the

# **United States Postal Service**

## 2000 - 2003

For:

Barnhart, Mo. 63012

Cedar Hill, Mo. 63016

Defiance, Mo. 63341

Dittmer, Mo. 63023

Gerald, Mo. 63037

Herculaneum, Mo. 63048

New Haven, Mo. 63068

Pevely, Mo. 63070

Vandalia, Mo. 63382

Villa Ridge, Mo. 63089

Roosevelt Stewart, President APWU

James Honold,

Area 2 Designee

# EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

In accordance with the provisions of Article 30 of the 2010 – 2015 National Agreement between the United States Postal Service and the St. Louis Gateway District Area Local of the American Postal Workers Union:

It is mutually agreed that the present Local Memorandum for the (Gerald, Mo.) Post Office is to be extended in full force and effect through May 23, 2015.

USPS Designee

Frederick Wolfmerer, President

St. Louis Gateway District Area Local

APWU AFL-CIO

Date

### ITEM 1 WASH-UP TIME

Management shall allow reasonable wash-up time to those employees who perform dirty work or work with toxic materials when and where necessary.

### ITEM 2 BASIC WORK WEEK

The workweek for full-time regulars shall be fixed (as far as practical with five consecutive days) or rotating.

### ITEM 3 EMERGENCY CURTAILMENT

- A. The parties recognize that the Postal Service is the most vital part of the communication machinery of the United States of America, and that historically, this Post Office has provided this service to the public without interruption; therefore, as a matter of policy, Postal Operations will not be terminated at this Post Office unless the Postmaster or his Designee determines that conditions so warrant.
- B. In making this determination, Management will consider the safety and health of employees, civil disorders, bomb threats, acts of God, hazardous weather conditions and other circumstances.
- C. Management will notify the Local President and employees at the earliest practicable time of termination, or curtailment of Postal Operations, where possible. Such notification may be by telephone, or other available public media.

### ITEM 4 LOCAL LEAVE PROGRAM

A. Selection of vacation for the choice period shall begin the first week of November, prior to the leave year, with the first and second rounds completed by December 31. All vacation selections will be completed by December 31. The employer shall notify the employees at least ten

- (10) days prior to the selection of vacation periods that the employee must be ready to make his/her selection when contacted.
- B. An employee's holiday or designated holiday shall be included as part of an employee's vacation when falling during the vacation period and shall not be subject to the draft procedures of the Local Memoranda of Understanding.
- C. Additionally, the employee's concurrent non-scheduled day(s) prior to the beginning of his/her vacation selection shall be excluded from draft procedures of Article 8.5 of the National Agreement.
- D. An employee may select another vacation period when ordered to military duty, provided that the orders were received after the vacation selection process was completed. The orders must affect a vacation period selected by the employee.

### ITEM 5 CHOICE VACATION PERIOD(S)

- A. The choice vacation period for the Clerk Craft will be from the first Saturday of the Leave Year through the first Friday in December and the period from December 26 to December 31.
- B. The choice vacation period for the Maintenance Craft will be the entire Leave Year.

### ITEM 6 BEGINNING DAY OF VACATION PERIOD

For planning purposes and operational efficiency, Saturday will be considered the beginning of a clerk's vacation period.

### ITEM 7 VACATION SELECTIONS

An employee at his/her option, under phase one, may request two selections during the choice period, in units of either five (5) or ten (10) days, the total not to exceed ten (10) or fifteen (15) days. Selection shall

be made as employees are entitled to annual leave in accordance with regulations in Subchapter 510 of the Employee and Labor Relations Manual and Article10.3.D of the National Agreement.

### ITEM 8 UNION CONVENTIONS AND JURY DUTY

- A. An employee who is called for jury during his/her vacation period shall be able to request another period if no other employee has selected that period.
- B. One union delegate to a National and/or State Convention will not have his/her leave to attend charged to their vacation period.
- C. The union will notify management, at the beginning of the leave year with the dates of any conventions.

# ITEM 9 MAXIMUM NUMBER OF EMPLOYEES OFF EACH WEEK OF VACATION PERIOD

One (1) clerk shall, be granted requested annual leave each week during the choice vacation period. With exception to the above: During the choice vacation period, a maximum of 14% of the clerk craft employees shall be granted annual leave each week. In applying the percentage, any fraction above 0.5% shall mean one (1) additional employee.

# ITEM 10 OFFICIAL NOTICE OF VACATION SCHEDULE

- A. Management will provide each employee with an approved and signed PS Form 3971 for his or her selected vacation period(s).
- B. After completion of the vacation selections, the vacation schedule will be posted on the appropriate bulletin board, prior to the beginning of the leave year.

### ITEM 11 LEAVE YEAR NOTICE

The beginning of the new leave year will be posted on the appropriate bulletin board no later than November 1.

### ITEM 12 OTHER ANNUAL LEAVE

Leave outside of the choice vacation selections shall be in accordance with Article 10.3.D.4 of the National Agreement which provides the remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee. Other annual leave shall be considered on a first come, first served basis according to the needs of the service and the welfare of the employee.

### ITEM 13 HOLIDAY SCHEDULING

After the scheduling of casuals and part-time flexible clerks to the maximum extent possible, the following method of selecting employees to work on a holiday or designated holiday will be accomplished in the following order:

- A. All full time and part time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- B. Transitional employees, to the extent possible, will be scheduled for work on a holiday or designated holiday after full time volunteers are scheduled to work on their holiday or designated holiday.
- C. Full time and part time regular volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
- D. Full time and part time regular non-volunteer employees whose scheduled non-work day falls on the holiday and posses the necessary skills, even though the payment of overtime is required, by juniority.

E. Full time and part time regular employees who have not volunteered to work their holiday, by juniority.

### ITEM 14 OVERTIME DESIRED LISTS

- A. The overtime desired list would be by installation.
- B. Management will provide as much advance notice of the need for overtime as reasonably possible.

### ITEM 15 LIGHT DUTY ASSIGNMENTS

A. Employees must submit a written request with supporting medical documentation of their restrictions. If available, work will be provided within the individual's medical restrictions. First consideration will be given to duties to be performed within the APWU bargaining unit craft for which the individual is qualified and are within the medical restrictions.

### ITEM 17 IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Duties may consist of distribution of mail and other functions as dictated by the needs of the service within the restrictions of the employee's medical statement.

### ITEM 18 SECTION FOR EXCESSING

For the purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

### ITEM 19 EMPLOYEE PARKING

The parties will continue to provide parking to employees consistent with former practices, and the needs of the Service.

## ITEM 20 ANNUAL LEAVE FOR UNION ACTIVITIES

Leave granted to attend union activities shall not be charged to an employee's vacation period. Conventions and divisional meetings prior to date shall be submitted to the postmaster after selection of delegates.

### ITEM 21 CRAFT ITEMS

When the starting time of any bid job is changed, a copy or notice shall be given to the union.

### ITEM 23 MAINTENANCE CRAFT

- A. When the basic duties of an assignment are permanently changed from the original posting, the incumbent has the option of remaining in the assignment. In the event that the employee does not elect to remain in the altered assignment, the assignment will be posted for bid.
- B. Posting and Bidding- refer to Article 38.4.A.1 to 3 of the National Agreement.