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O'FALLON, MISSOURI  
63366

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LOCAL MEMORANDUM OF  
UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

ST. LOUIS GATEWAY DISTRICT  
AREA LOCAL  
AMERICAN POSTAL WORKERS UNION  
AFL-CIO

**1998 – 2000**

## EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

In accordance with the provisions of Article 30 of the 2001-2003 National Agreement between the Postal Service and the St. Louis Gateway District Area Local of the American Postal Workers Union:

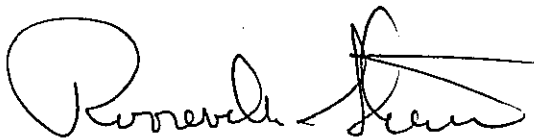
It is mutually agreed that the present Local Memorandum for the (**O'Fallon, Missouri**) Post Office is to be extended in full force an effect through November 20, 2003.



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Postmaster,  
USPS

Date 5-15-02




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Roosevelt Stewart, President  
APWU

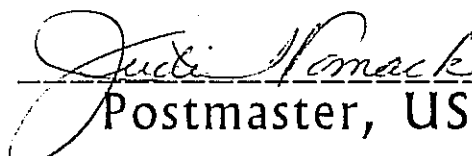
Date 5/13/02

This memorandum of Understanding, is entered into at, between the representatives of the U.S. Postal Service, and the designated agents(s) of the union signatory to the National Agreement,

This memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment, except for those items which are in disputed and referred to impasse procedures. Upon completion of the impasse procedures, any new changes shall be incorporated into this memorandum of understanding.

  
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Melvin Sanders, President

4-26-99  
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Date

  
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Postmaster, USPS

04-26-99  
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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. This may be before lunch, before going home, and other times when it is necessary.

## **ITEM 2 BASIC WORK WEEK**

The basic work week shall be fixed (as far as practical with five consecutive days) or rotating.

## **ITEM 3 EMERGENCY CURTAILMENT**

Any determination concerning the termination and/or curtailment of postal operations is the responsibility of the installation head and, as a matter of policy, postal operations will not be terminated at this installation unless the Postmaster or his/her Designee determines that conditions so warrant. In making this determination, management will consider the following:

1. Safety and health of employees
2. Civil disorder
3. Act of God
4. Hazardous weather conditions
5. Other considerations.

Management will notify the President of the Local APWU and employees, at the earliest practical time, of the termination/curtailment of postal operations where possible. Such notification may be by telephone, or other available public media.

## **ITEM 4 LOCAL LEAVE PROGRAM**

- A. Relative standing on the current installation seniority list will prevail in making selections.

- B. The leave selections will be in three (3) phases. Selections will be in whole week increments. Under phase one (1), an annual leave period chart will be passed around among the clerks by seniority beginning on the second of (2<sup>nd</sup>) of January and to be completed by the February first (1<sup>st</sup>). Under phase two (2), the chart shall be passed around again by seniority and the remainder of leave for the current year may be selected. Phase two (2) shall be completed no later than the second full week of February. Under phase three (3), the chart shall be passed around again by seniority and the remainder of leave accrued may be selected. Phase three (3) shall be completed no later than the third (3<sup>rd</sup>) full week of February. After completion of phase three (3), the vacation selections are completed and any open selections are closed.
- C. Notice to cancel any selected vacation period shall be submitted in triplicate to management at least fourteen (14) days prior to the selected period, except in the case of emergency, three (3) days prior to the selected period. Insufficient annual leave balances to cover a scheduled leave period will result in automatic cancellation of that period. These cancellations shall be posted in the order books for a period of forty-eight (48) hours, indicating the time and date of receipt and time and date of withdrawal. All cancellations of any selected period shall be in full weeks. The vacated period of leave shall be awarded to the senior bidder who is junior to the vacating employee. If no junior employee submits a bid, the period shall be awarded to the senior bidder. If no employee bids, Form 3971 may be submitted for any part of the cancelled week and shall be awarded to the vacating employee first, then by seniority.
- D. Those employees on other types of leave, other than annual, their period(s) of annual leave shall be considered vacated.

<b>ITEM 5 CHOICE VACATION PERIOD(S)</b>
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- A. The Leave Year will be from the second (2<sup>nd</sup>) week of January through Thanksgiving week and the week between Christmas and New Years. The Choice Vacation Period will be from the first week of May through the last week of September and the week of December 26 to December 31.

<b>ITEM 6 BEGINNING DAY OF VACATION PERIOD</b>
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For planning purposes and operational efficiency, Monday will be considered the beginning of a clerk's vacation period.

**ITEM 7 SPLITTING VACATION CHOICE**

An employee at his/her option, 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, based on their leave category.

**ITEM 8 UNION CONVENTIONS AND JURY DUTY**

- A. An employee who is called to jury duty during his/her choice period shall be able to request another period that is open.
- B. One Union delegate to a National and/or State Convention will not have his/her leave to attend charged to their Choice Vacation Period. The Union will notify management, at the beginning of the leave year, the dates of the convention(s) and the number of positions and vacation periods to reserve for delegates. Sufficient slots will be withheld for the appropriate week.

- 1. Leave requests for Union business will be submitted as soon as possible.

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

During the Choice Vacation Period, a maximum of 11% of employees shall be granted annual leave each week. During non-choice period, a maximum of 7% of 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 post the completed chart on all appropriate bulletin boards no later than the last week in February as approval of the selected annual leave for each employee for the current year.

- B. P.S. Form 3971 shall be prepared in duplicate for each reserved period on the assignment sheet by the employee.

### **ITEM 11 LEAVE YEAR NOTICE**

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

### **ITEM 12 OTHER ANNUAL LEAVE**

Other than the choice vacation period, annual leave in advance for the same period will on a first-come, first-serve basis. Clerks requesting annual leave shall submit PS Form 3971 in duplicate to the Postmaster or his/her designee up to thirty (30) days in advance. Both copies will be round stamped and initialed by the Postmaster or his/her designee and the duplicate returned to the employee. The employee shall be notified of approval or disapproval within forty-eight (48) hours of receipt of the leave application. If such leave request is not disapproved at the end of the forty-eight (48) hours, the employee shall be granted the leave. In the event of duplicate request the following will apply:

- A. For duplicate requests made for the month of November and the period from January second (2<sup>nd</sup>) to the last day of the leave year, preference will be given to those employees who have annual leave in excess of the maximum carry over allowed.
- B. For duplicate requests made for the day before or the day after an honored holiday, the forty-eight (48) hour approval or disapproval will be waived and preference will be given by seniority on a rotating basis with the final decision to be made seven (7) days prior to the beginning date of leave with the exceptions to A above.
- C. For duplicate requests for annual leave other than those specified in A or B above, preference will be given to the first application received by management.

### **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. Full-time employees who volunteer to work their holiday or designated holiday, by seniority.
- B. Full-time employees who volunteer to work their nonschedule day, by seniority.
- C. Full-time employees who did not volunteer to work their nonscheduled day, by juniority
- D. Full-time employees who did not volunteer to work their holiday or designated holiday, by juniority.

Prior to each holiday, a posting will be placed on the bulletin board notifying employees of the forthcoming holiday and that the names of volunteers will be accepted for possible work on that day, a specified time limit will be given in the posting.

#### **ITEM 14 OVERTIME DESIRED LISTS**

The Overtime Desired List will be by installation.

Management will provide as much advance notice of the need for overtime as reasonably possible.

#### **ITEM 15-17 LIGHT DUTY ASSIGNMENTS**

The assignment of light duty will be in accordance with the provisions of Article Thirteen (13) of the National Agreement.

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 Clerk Craft for which the individual is qualified and are within the medical restrictions.



Light duty assignments may be established from part-time hours, to consist of eight (8) hours or less in a service day and forty (40) hours or less in a service week. The Installation Head shall make every effort to reassign the concerned employee within his/her craft. The light duty assignment's tour hours, work location, and basis work week shall be those of the light duty assignment and needs of the service provided excessive hours are not used in the operation.

**ITEM 18 SECTION FOR EXCESSING**

Article Twelve (12) of the current National Agreement will govern in this matter.

**ITEM 19 EMPLOYEE PARKING**

Craft employee parking spaces will be on a first-come first-serve basis, excluding spaces for Postmaster, SPO, and Official Postal Vehicles.

**ITEM 20 UNION LEAVE**

Leave granted to attend union activities shall not be charged to an employee's choice vacation period as provided under Item 8.

**ITEM 21-22 CRAFT ITEMS, SENIORITY, REASSIGNMENT, AND REPOSTING**

- A. Seniority Lists—the installation head shall post, and furnish a copy to the APWU, an updated seniority list on a quarterly basis and any changes that have occurred during the previous quarter.
- B. When there is a change of 20% or more of an assignment (scheme, work area, duties) the assignment will be reposted.
- C. Successful bidders will be placed in their new job assignments within fourteen (14) days, except in the month of December.
- D. When the starting time of any bid job is changed, a copy or notice shall be given to the union.

- E. Installation head or designee shall meet with the Designated Agents for the APWU, AFL-CIO, every other month, excluding December. In addition to the agenda, discussion items have been submitted seventy-two (72) hours in advance. In addition to the agenda, discussion items or past use of overtime and any record of employee declining overtime will be noted. Time limit of these meetings will not exceed two (2) hours.
- F. The union will be notified of proposed assignment changes.
- G. Clerks who are required to dress neatly and who will be assigned to duties in the public view during their tour may have the cooperation of management not to be assigned to such duties that tend to impair their appearance.
- H. The incumbent has the option to retain their present position although changes may occur in principle assignment and duties, scheme knowledge requirements. and/or change in starting time in excess one (1) hour, but not more than two (2) hours.
- I. If schemes are taken away it will be done by seniority with the opportunity for keeping or giving up the scheme going to the person with most seniority and proceeding to the person with the least seniority holding that scheme.
- J. A clerk exercising an option outlined above shall be awarded the altered position as a definite assignment. Altered positions not claimed under such option shall be posted for general bid.
- K. In the event there are two (2) or more clerks holding substantially similar positions which will be affected under the above provisions, any conflict in exercising options shall be resolved by seniority.
- L. Insofar as possible, prior to the implementation of changes listed above, the Union shall be informed.
- M. Two (2) copies of clerical job postings and the successful bidder lists of said posting will be furnished to the Union.
- N. Bid postings shall remain posted for ten (10) days.

Management will recognize assignments by seniority of full time regulars on a day to day basis.

<b>ITEM 23 MAINTENANCE CRAFT</b>
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- 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.