### VALLEY PARK, MISSOURI 63088

# 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 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 (Valley Park, Mo.) Post Office is to be extended in full force and effect through May 23, 2015.

USPS Designee

Data Data

Date

Frederick Wolfmeyer President

St. Louis Gateway District Area Local

APWU AFL-CIO

Date

## 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 (Valley Park, Missouri) Post Office is to be extended in full force and effect through November 20, 2003.

James Shoel	
James Honold, Area 2 Designee USPS	
USPS	
Date 5/14/02	
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Roosevelt Stewart, President APWU

Date 5/14/02

#### ADDENDUM TO LOCAL MEMORANDUM

By mutual consent, the parties agree to the following changes to the 1998-2000 Local Memorandum of Understanding:

#### Item 4, Local Leave Program

Add: New Section E.

Part-time flexible employees will select a vacation pick, by seniority, after the full-time employees have selected, on each phase. The rules for these selections are enumerated in Exhibit 1B, Part-time Vacation Planning Memorandum.

date 12-03

Cora James

Postmaster Valley Park Mo.

Melvin Sanders

President, St. Louis Gateway District Area Local

#### Exhibit 1B

#### PART TIME FLEXIBLE VACATION PLANNING MEMORANDUM

PTF clerk employees will have the option of selection of vacation weeks using 4 to 8 hours of annual leave each day for each week of vacation selected.

PTF clerks must select in unit of one week (five days) because they do not have holidays counted into their vacation schedules.

No PTF clerk will be permitted to schedule more weeks than a full-time regular with the identical leave computation date. In most cases, this will result in the PTF having the following maximum selections:

Leave Computation Years	Maximum Vacation Weeks
0 to less than 3 years	2 weeks
3 years to less than 15 years	4 weeks
15 or more years	5 weeks

If a PTF is converted to full time during the leave year, any scheduled vacation will be converted to 8 hours days (except for holidays), and the PTF will complete a new 3971 for the same week(s) using the scheduled and tour of their full time regular assignment.

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.

Melvin Sanders, President

Date

Postmaster, USPS

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

- 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 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. Any 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 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.

#### 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 SPLITTING VACATION CHOICE

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 Article 10.3.D of the National Agreement.

#### ITEM 8 UNION CONVENTIONS AND JURY DUTY

An employee who is called for jury duty or who attends an APWU National or State Convention shall not have such leave charged to his/her vacation periods.

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

One (1) clerk shall receive 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.

#### ITEM 10 OFFICIAL NOTICE OF VACATION SCHEDULE

- A. Management will provide each employee with an approved and signed PS Form 3971 for their selected vacation period(s).
- B. After completion of the vacation selections, the vacation schedule will be posted on the appropriate bulletin board, no later than January 1.

#### 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 the choice vacation selections shall be in accordance with Article 10.3.D.4 of the National Agreement with 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.

#### ITEM 13 HOLIDAY SCHEDULING

In offices with more than one full-time regular clerk craft employee, management shall:

A. Solicit holiday volunteers, who will designate their desire to work the holiday schedule in writing.

- B. Post a holiday schedule if employees are scheduled to work the holiday schedule the Tuesday prior to the service week of the holiday.
- C. Schedule employees for holiday work in the following order:
- 1. Casuals, even if overtime is necessary.
- 2. Part-time flexibles, even if overtime is necessary.
- 3. Full-time employees for whom it is their holiday or their designated holiday and who have volunteered to work, by seniority.
- 4. Full-time employees for whom it is their non-scheduled day(s), which is a holiday or designated holiday for others, by seniority, even if overtime and/or guarantees are incurred.
- 5. Transitional employees.
- 6. Full-time employees for whom it is a scheduled day off, but have not volunteered, even if overtime guarantees are incurred, shall be instructed to report by inverse seniority.
- 7. Full-time employees, for whom it is the holiday or their designated holiday but have not volunteered, shall be instructed to report by inverse seniority.

#### ITEM 14 OVERTIME DESIRED LISTS

In offices with more than one full-time regular clerk craft employee, management shall:

- A. Post a quarterly list for full-time employees to sign to indicate that they wish to volunteer for ten (10) hours, twelve (12) hours and non-scheduled day overtime.
- B. Post the volunteer list on the appropriate bulletin board.
- C. Rotate overtime assignments for volunteers in accordance with Article 8.5

#### ITEM 15-17 LIGHT DUTY ASSIGNMENTS

Continue past practices in accordance with Article Thirteen (13) of the National Agreement.

#### ITEM 18 SECTION FOR EXCESSING

Refer to Article 12.5.C.4 of the National Agreement. Sections will be recognized by particular work units and levels and skills within the unit.

#### 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 UNION LEAVE

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

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

A seniority list shall be posted for all full and part time clerk employees.

- A. The incumbent has the option to retain their present position although changes may occur in principle assignments and duties, scheme knowledge requirement and/or change in starting time.
- B. Bid postings shall remain posted for ten (10) days.
- A. Successful bidders will be placed in their new job assignments within twenty-eight (28) days, excepts in the month of December. The incumbent has the option to retain their present position regardless of change in duties, principle assignment area, scheme knowledge requirement, and/or change in starting time in excess of one hour.

#### 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.