

BALWIN, MISSOURI
2005 – 2006

LOCAL MEMORANDUM OF UNDERSTANDING

between the

UNITED STATES POSTAL SERVICE

and the

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

2005 -2006

This memorandum of Understanding, is entered into at, between the representatives of the U.S. Postal Service, and the designated agents 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.

Roosevelt Stewart

12/22/05

Roosevelt Stewart, President

Date

[Handwritten Signature]

12/22/05

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 policy at the Ballwin, MO Post Office shall consist of a combination of both fixed and rotating days off.

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 shall consider the safety and health of employees.

Management will notify the President of the local APWU and employees, at the earliest practical 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. Relative standing on the current installation seniority list will prevail in making selections.
- B. The leave selections will be in two phases. Selection 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 (1st) of November and to be completed by the second (2nd) week of December. 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 shall be completed no later than the last full week of January. After completion of phase two (2), the vacation selections are complete and selection will be closed.**

C. Full-time employees will be limited to their vacation entitlement for the year and part-time flexible employees will be limited to accumulated and accrued leave.

D. **Accrual and Crediting:**

Creditable Service	Maximum Leave Per Year
Less than 3 years	104 hours (13 days)
3 years but less than 15 years	160 hours (20 days)
15 years or more	208 hours (26 days)

E. Notice to cancel any **full week(s)** of 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. 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. **Employees may cancel partial weeks of vacation, but these canceled days will not be posted.**

F. Those employees on other types of leave, other than annual, their period(s) of annual leave shall be considered vacated and do not have to be reposted for bid.

ITEM 5 CHOICE VACATION PERIOD(S)

A. The choice vacation period for the Clerk Craft will be from the first Monday of the Leave Year through the second (2nd) Friday in December. The period from December 26 to December 31 shall be included as **part of the choice vacation period.**

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, 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 JURY DUTY

- A. Any employee who is called for 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

- A. Management may schedule up to **12%** of the employees in the clerk craft at the Ballwin Installation off per week in the choice vacation period. Percentages will be applied against the total number of employees on the roll in pay status as of the beginning of each year. When percentage results in a fraction of .5 or greater, the number of employees permitted off will be rounded up to the next whole number. This agreement does not prohibit a higher percentage being off during the choice vacation period if, in management's discretion, the efficiency of the service can be properly maintained.

ITEM 10 OFFICIAL NOTICE OF VACATION SCHEDULE

- A. Management will post the completed chart on all appropriate bulletin boards no later than the end of the second (2nd) full week of March 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

Beginning of the new leave year will be posted on the bulletin board not later than November 1.

ITEM 12 OTHER ANNUAL LEAVE

For incidental annual leave requests in advance for the same period, a minimum of **12%**, will be approved 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 and no later than seven (7) 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 **five (5) days** of receipt of the leave application. If such leave request is not disapproved at the end of **five (5) days**, 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 (2nd) to the last day of the leave year, preference will be given to those employees who have an annual leave balance 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 **five (5) day** 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 volunteers 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 nonscheduled 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

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 APWU bargaining unit craft for which the individual is qualified and are within the medical restrictions.

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 excessing as defined in Article Twelve (12), the Ballwin, MO Post Office will have the following sections:

1. Admin. & Support (Gen. Clerk/Finance/VOMA (if clerk))
2. Customer Services (Win. Clk/CMU/BMU)
3. Mail Processing
4. Maintenance
5. Part Time Regular Clerks

ITEM 19 EMPLOYEE PARKING

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

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 if any changes have occurred during the previous quarter.
- B. 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.
- C. Successful bidders will be placed in their new job assignments within (28) 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 Designated Agents for the APWU, AFL-CIO, every other month, excluding December, when agenda 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. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Insofar as possible, prior to the implementation of changes listed above, the Union shall be informed.

- K. Two (2) copies of clerical job postings and the successful bidder lists of said posting will be furnished to the Union.
- L. Bid postings shall remain posted for ten (10) days.
- M. Management will recognize assignments by seniority of full time regulars on a day to day basis.
- N. When the basic duties of an Maintenance craft 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.
- O. For Maintenance Craft Posting and Bidding- refer to Article 38.4.A.1 to 3 of the National Agreement.

Exhibit 1

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 schedule and tour of their full time regular assignment.