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**CHESTERFIELD, MISSOURI  
63005/63017**

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**LOCAL MEMORANDUM OR  
UNDERSTANDING**

**BETWEEN THE**

**UNITED STATES POSTAL SERVICE**

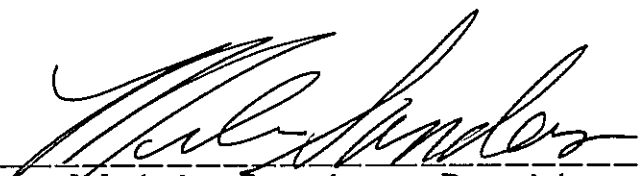
**AND THE**

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

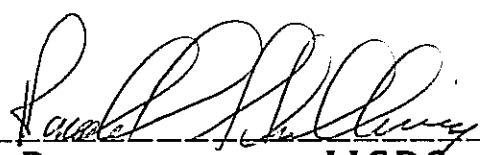
**1998 -2000**

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

4/27/99  
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Date

### **ITEM 1 WASH-UP TIME**

Reasonable wash-up time will be granted to employees performing dirty work or working with toxic materials.

### **ITEM 2 BASIC WORK WEEK**

Fixed days off shall be the policy at the Chesterfield Installation.

### **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 designee determines that conditions so warrant. In making this determination, management shall 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 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 Chesterfield 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, annual leave period chart will be passed around among the clerks by**

seniority beginning on the second (2<sup>nd</sup>) of November and to be completed by the second full week of December. Under phase two, 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 second full week in January. After completion of phase two, the vacation selection are complete and selection will be closed.

- C. Full-time and part-time employees will select by seniority on each phase. Full-time employees will be limited to their vacation entitlement for the year for phase one and two; part-time flexible employees will be limited to accumulated and accrued leave.
- D. During phase one, employees will be limited to selections of one, two, or three consecutive weeks. In phase two, employees may select the remainder of their entitlement (based on their leave earning category for the year) in consecutive or non-consecutive weeks.
- 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. Clerks can request annual leave during a cancelled period and management will consider these requests as incidental leave and they may be granted at management's discretion per needs of the service.

<b>ITEM 5 CHOICE VACATION PERIOD(S)</b>
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The clerk craft choice vacation period will be from the first day of the Leave Year through the first Saturday in December and the period from 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.

**ITEM 8 JURY DUTY**

A. Any employee who is called to jury duty during their choice period shall be able to request another period that is available.

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

- A. **During the choice vacation period, a maximum of 12% of employees shall be granted annual leave. In applying the percentage, any fraction above .5% shall mean one additional employee.**
- B. Employees who successfully bid a new assignment in another facility will carry their selections to that facility.
- C. Percentages will be applied against the total number of employees, on the rolls, in a pay status, as of the beginning of the leave year. When the 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 the clerk bulletin board 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.

**ITEM 11 LEAVE YEAR NOTICE**

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

**ITEM 12 OTHER ANNUAL LEAVE**

Clerk craft employees requesting additional non-scheduled leave shall submit Form 3971 in duplicate to the Postmaster or his/her designee. Management will indicate approval or disapproval within five (5) working days following receipt of Form 3971. Leave request to be submitted no more than fourteen (14) days prior to first day of leave requested.

- A. For duplicate requests made for 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 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. The use of full-time regular volunteers and part-time regular volunteers on a seniority basis whose holiday or designated holiday is it.
- B. The use of full-time regular volunteers and part-time regular volunteers on a seniority basis who are not scheduled.
- C. If additional employees are still needed, non-volunteers on a rotating reverse seniority basis whose holiday or designated holiday it is not, will be required to work.
- D. If additional employees are still needed, non-volunteers on a reverse seniority basis whose holiday or designated holiday it is, will be required to work.

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.

<b>ITEM 14 OVERTIME DESIRED LISTS</b>
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A separate "Overtime Desired List" for the clerk craft, as defined in Article Eight (8), shall be kept by the main office and branch.

- A. Two (2) weeks prior to the start of each calendar quarter full-time regular employees desiring to work overtime during that quarter, shall place their names on an "Overtime Desired" list. It is understood that the employees on the above list will be chosen to work on a rotating seniority basis as per skills needed.
- B. Management will provide as much advance notice of the need for overtime as reasonably possible.

<b>ITEM 15-17 LIGHT DUTY ASSIGNMENTS</b>
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- A. Light duty assignments for temporary or permanent light duty assignments for work related injuries may be reserved.
- B. Light duty assignments will be based on availability of work and medical limitations of employee.
- C. Management shall make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation tolerance.
  - 1. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force.
  - 2. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.

**ITEM 18 SECTION FOR EXCESSING**

- 1. **For the purpose of excessing, the Chesterfield Office will have the following sections:**
  - Retail Clerks**
  - Distribution Clerk (mail processing)**

**ITEM 19 EMPLOYEE PARKING**

Parking spaces which the installation head determines are available in excess of the needs of the service, shall be used on a first-come, first-served basis for postal employees only.

**ITEM 20 UNION LEAVE**

- A. **Leave granted to a delegate to attend a National or State Convention shall not be charged to an employee's choice vacation period. Leave granted to attend seminars and other Union business will be considered as per the needs of the service. Leave request for union business will be submitted as soon as possible.**

**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. Successful bidders must be placed in the new assignment within fourteen (14) days, except in the month of December.
- C. When the starting time is changed on a bid job, a copy or notice shall be given to the Union.
- D. The installation head or his designee shall meet with the designated agent for the A.P.W.U., AFL-CIO every other month, excluding December. The agenda should be provided to each participant of these Labor-Management meeting no later than seventy-two (72) hours in advance of the scheduled meeting. Time limits for these meetings will not exceed one (1) hour.
- E. 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 lease seniority holding that scheme.
- F. **The incumbent has the option to retain their present position although changes may occur in principal assignment and duties, scheme knowledge requirement, and/or change in starting time in excess of one (1) hour, but not more than two (2) hours.**
- G. A clerk exercising an option outlined in (F) above shall be awarded the altered position as a definite assignment.
- H. In the event there are two (2) or more clerks holding a substantially similar position which will be affected under the above provisions, any conflict in exercising their options shall be resolved by seniority.
- I. Insofar as possible, prior to the implementation of changes listed above, the Union shall be informed.
- J. Two (2) copies of clerical job posting and the successful bidder lists of said posting will be furnished to the Union.

K. Bid posting shall remain posted for ten (10) days.

L. Management will recognize assignment by seniority on a day to day basis.