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**FENTON, MISSOURI**

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**1998 -2000**

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN THE**

**UNITED STATES POSTAL SERVICE**

**AND THE**

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

# EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

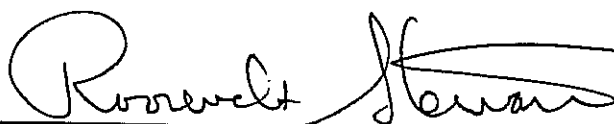
In accordance with the provisions of Article 30 of the 2001-2003 National Agreement between the Postal Service and the St. Louis Gateway District Area Local of the American Postal Workers Union:

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



Postmaster,  
USPS

Date 5/17/02

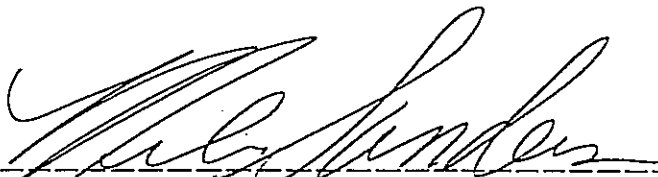


Roosevelt Stewart, President  
APWU

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.



Melvin Sanders, President

4-26-99

Date



Postmaster, USPS

5-6-99

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 1<sup>st</sup> and 2<sup>nd</sup> round completed by December 31. All vacation selection will be completed 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.

<b>ITEM 5 CHOICE VACATION PERIOD(S)</b>
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- 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.

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

<b>ITEM 7 SPLITTING VACATION CHOICE</b>
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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**

During the choice vacation period, 12% of the employees will allowed off each week. Any fraction less than .5 will be rounded down to the next whole number. Any fraction .5 or greater will be rounded up to the next whole number.

**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). After completion of the vacation selections, the vacation schedule will be posted on the appropriate bulletin board, no later than the third full week of February.

**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**

**Annual leave for periods other than vacation selection will be approved on a first come, first served basis. 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.

<b>ITEM 14 OVERTIME DESIRED LISTS</b>
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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**

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

**ITEM 18 SECTION FOR EXCESSING**

Refer to Article 12.5.C.4 of the National Agreement.

**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**

Annual leave approved to attend union activities, prior to the granting of choice period will be counted in the percentage provided for in Item 9 of this LMOU.

**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 on a quarterly basis if any changes have occurred during the previous quarter.
- B. Successful bidder must be placed in the new assignments within 28 days, except in the month of December.
- C. When the starting time of any bid job is changed, a copy or notice shall be given to the Union.
- D. The incumbent has the option to retain their present position regardless of the change in duties, principal assignment area, scheme knowledge requirement, and/or change in starting time in excess of one hour.

**E. In the event there are two (2) or more clerks holding a substantially similar position which will be affected under the above provision, any conflict in exercising their option shall be resolved by seniority.**