

---

**FESTUS, MISSOURI  
63028**

---

LOCAL MEMORANDUM OF  
UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

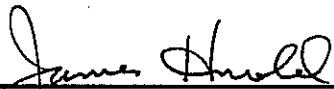
ST. LOUIS GATEWAY DISTRICT  
AREA LOCAL  
AMERICAN POSTAL WORKERS UNION  
AFL-CIO

**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:

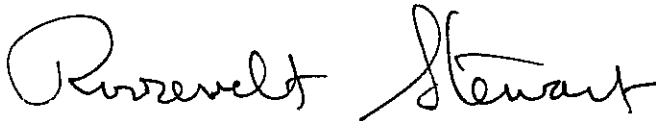
It is mutually agreed that the present Local Memorandum for the (**Festus, Missouri**) Post Office is to be extended in full force an effect through November 20, 2003.



---

James Honold, Area 2 Designee  
USPS

Date 5/14/02



---

Roosevelt Stewart, President  
APWU

Date 5/14/02

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,

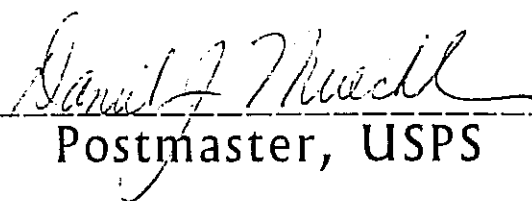
This memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment, except for those items which are in disputed and referred to impasse procedures. Upon completion of the impasse procedures, any new changes shall be incorporated into this memorandum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



Melvin Sanders, President

4-26-99

Date



Postmaster, USPS

4-27-99

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 workweek 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. 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 (2<sup>nd</sup>) of

January and to be completed by the second (2<sup>nd</sup>) of February. 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 third (3<sup>rd</sup>) full week of February. Under phase three (3), the chart shall be completed no later than the second (2<sup>nd</sup>) full week of March. 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. 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.
- E. 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.
- F. 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>
---

- 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.

**ITEM 6 BEGINNING DAY OF VACATION PERIOD**

For planning purposes and operational efficiency, Sunday 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**

- A. An 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, of 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.

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

During the choice vacation period two (2) clerks shall receive annual leave each week. With exception to the above: During the choice vacation period, a minimum of 14% of the clerk craft employees shall be granted annual leave each week. In applying the percentage, any fraction above 0.5% shall mean one (1) additional employee. When during the choice vacation period there is less than 14% on annual

leave, an employee may apply and leave will be approved up to the appropriate percentage mentioned above.

#### **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 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**

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

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

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

<b>ITEM 15-17 LIGHT DUTY ASSIGNMENTS</b>
--

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

2. **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.**
3. **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.**

<b>ITEM 18 SECTION FOR EXCESSING</b>
--------------------------------------

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.

<b>ITEM 19 EMPLOYEE PARKING</b>
---------------------------------

The parties will continue to provide parking to employees consistent with former practices, and the needs of the Service.

<b>ITEM 20 UNION LEAVE</b>
----------------------------

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.

<b>ITEM 21-22 CRAFT ITEMS, SENIORITY, REASSIGNMENT, AND REPOSTING</b>
---

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.

- C. Successful bidders will be placed in their new job assignments within twenty-eight (28) days, except in the month of December.
- D. In filling daily vacancies on any duty assignments, when management determines that such vacancy shall be covered, the detail shall be offered to the senior qualified employee in the section/tour.
- E. A change in duties of more than 20% per week will cause the duty assignment to be posted for bid.

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

- 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.