

**HAZELWOOD, MISSOURI
63042/63045**

LOCAL MEMORANDUM OF
UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

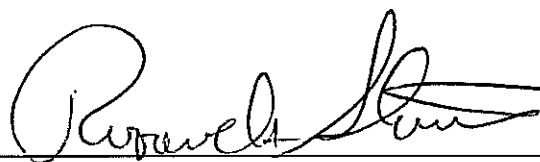
AND THE

ST LOUIS GATEWAY DISTRICT
AREA LOCAL
AMERICAN POSTAL WORKERS UNION

2006-2010

This Memorandum of Understanding, is entered into at, between the representatives of the U. S. Postal Service, and the designated agent(s) of the union signatory to the National Agreement.

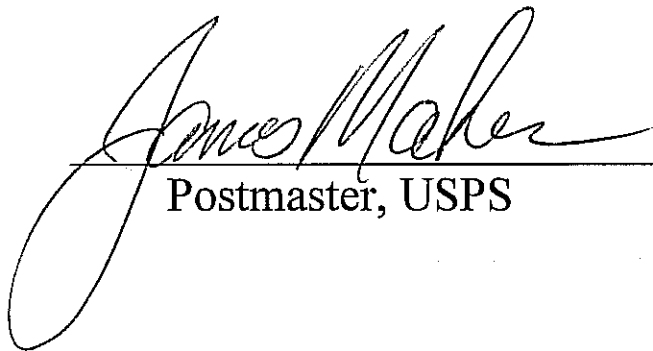
This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment, except for those items, which are in dispute and referred to impasse procedures. Upon completion of the impasse procedures, any new changes shall be incorporated into this Memorandum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



Roosevelt Stewart, President

10/2/07

Date



Postmaster, USPS

10/4/07

Date

ITEM 1 WASH-UP TIME

Reasonable wash-up time will be granted to employees performing dirty work or working with toxic materials. This may be before lunch, before going home, and other times as necessary.

ITEM 2 BASIC WORK WEEK

Fixed days off shall be the policy at the Hazelwood 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. A separate local leave list shall be formulated for the main office and each branch. Relative standing in 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 first (1st) week 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 (2) shall be completed no later than the last full week of January. Under phase three (3), the chart shall be passed around again by seniority and the remainder of leave accrued may be selected. Phase three (3) shall be completed no later than the second (2nd) 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 should be submitted in triplicate to management at least (7) days prior to the selected period, except in a case of emergency. Full week cancellations shall be posted in the respective unit for a period of forty-eight (48) hours, indicating the time and date of receipt and time and date of withdrawal. Cancellations less than seven days prior to the period will not be reposted. The period may be awarded based on the needs of the Service. Only full week cancellations of a selected period will be reposted. Partial week cancellations will not be reposted. 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 on the entire week period, any employee may submit Form 3971 for any part of the cancelled week to be reviewed and approved as incidental leave based upon the needs of the Service.

D. Insufficient annual leave balances to cover a scheduled leave period will result in automatic cancellation of that period.

ITEM 5 CHOICE VACATION PERIOD-(S)
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A. The choice vacation period for the Clerk Craft will be from the first Monday of the Leave Year through the last Friday in November. The period from December 26 to December 31 shall be included as a period for vacation selection at up to 10% of clerk craft employees.

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 5 or 10 days, the total not to exceed 10 or 15 days.

ITEM 8 UNION CONVENTIONS AND JURY DUTY

1. An employee who is called for jury duty or who attends and APWU National or state convention shall not have this leave charged to his or her vacation periods.
2. Leave requests for union business will be submitted as soon as possible.

ITEM 9 MAXIMUM NUMER OF EMPLOYEES OFF EACH WEEK OF VACATION PERIOD

1. During the choice vacation period, 12% of the employees in the clerk craft will be allowed off each week. Percentages will be applied against the total number of employees on the rolls in pay status of the beginning of each quarter. When percentages 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.
2. Employees who successfully bid a new assignment in another unit may carry their leave selection to that unit provided it will not seriously affect business operations of the gaining unit. If the employee is unable to carry their leave selection to the new unit, they may select whatever weeks are vacant on the leave list of the gaining unit.

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. PS Form 3971 shall be prepared in duplicate for each reserved period on the assignment sheet by the employee.

ITEM 11 LEAVE YEAR NOTICE

The beginning of the new leave year will be posted on the appropriate bulletin board and each order book no later than November 1.

ITEM 12 OTHER ANNUAL LEAVE

Other than scheduled vacation period, a **maximum** of 14% of the employees will be approved for annual leave in advance for the same period on a first-come, first-served basis **based on the needs of the Service**. Clerks requesting annual leave shall submit Form 3971 in duplicate to the Postmaster or his/her designee at any time. 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 forty-eight (48) hours of receipt by the Supervisor of the leave application. If such leave request is not disapproved at the end of the forty-eight (48) hours, the employee shall be granted the leave. In the event of duplicate requests 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 annual leave balances 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 forty-eight (48) hour approval and 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 it is.
- 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.

ITEM 14 OVERTIME DESIREDLISTS

The main office and each branch, as defined in Article Eight (8), shall keep a separate "Overtime Desired List" for the clerk craft.

ITEM 15-17 LIGHT DUTY ASSIGNMENTS

The installation head will make every effort to accommodate light duty requests.

Light duty is any assignment with the physical capability of an employee who is temporarily incapable of performing his or her normal duties as a result of illness or injury. The Installation Head shall show the greatest considerations in providing light duty assignments for full-time and part-time flexible employees.

Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The Installation Head shall make every effort to reassign the concerned employee within his/her craft. The light duty assignment, tour hours, work location, and basic work week shall be those of the light duty assignment and needs of service provided excessive hours are not used in the operation.

ITEM 18 SELECTION FOR EXCESSING

The entire installation shall comprise the section for excessing.

ITEM 19 EMPLOYEE PARKING

Parking spaces in excess of the needs of the Postal Service will be made available on a first-come, first-serve basis for postal employees only.

ITEM 20 UNION LEAVE

Leave granted to attend union activities shall not be considered to be part of the total choice vacation plan.

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 and any changes that have occurred during the previous quarter.
- B. The incumbent has the option to retain their present position although changes may occur in principal assignment area and duties, scheme knowledge requirement, and/or change in starting time in excess of one (1) hour, but not more than two (2) hours.

- C. Successful bidders must be placed in the new assignment within fourteen (14) days, except in the month of December.
- D. When the starting time is changed on a bid job, a copy or notice shall be given to the Union.
- E. Installation Head or designee shall meet with the 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 part 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. Pre-existing Memorandum of Understanding continued from 1987 to the 1991 Local Memorandum of Understanding.
- G. 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.