
**ST. ANN, MISSOURI
63074**

LOCAL MEMORANDUM OF
UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

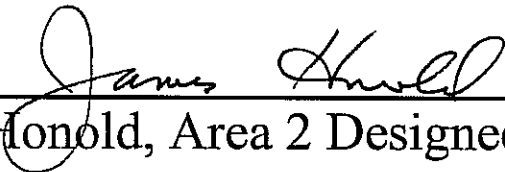
ST. LOUIS GATEWAY DISTRICT
AREA LOCAL
AMERICAN POSTAL WORKERS UNION
AFL-CIO

1998 – 2000

EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

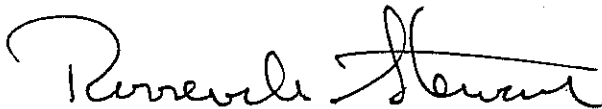
In accordance with the provisions of Article 30 of the 2001-2003 National Agreement between the Postal Service and the St. Louis Gateway District Area Local of the American Postal Workers Union:

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



James Honold, Area 2 Designee
USPS

Date 5/14/02

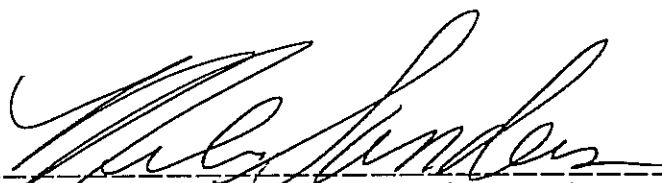


Roosevelt Stewart, President
APWU

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,

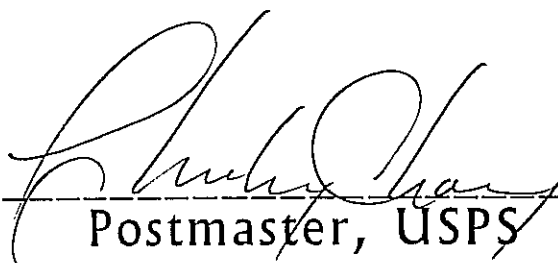
This memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment, except for those items which are in disputed and referred to impasse procedures. Upon completion of the impasse procedures, any new changes shall be incorporated into this memorandum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

Fixed days off shall be the policy at the St. Ann 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/her Designee determines that conditions so warrant. In making this determination, management will 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 or his designee 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 three (3) phases. Selections will be in whole week increments. Under phase one (1), an annual leave period calendar/chart will be passed around among the clerks by seniority beginning on the second of (2nd) of January and to be completed by February first (1st). Under phase two (2), the calendar/chart shall be passed around again by seniority and the remainder of leave for the current year may be selected. Phase two (2) will be completed no later than the second full week in February. Under phase three (3), the calendar/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 third (3rd) full week in February. 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 must 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. Those employees on other types of leave, other than annual, their period(s) of annual leave shall be considered vacated.

ITEM 5 CHOICE VACATION PERIOD(S)

- 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, 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 UNION CONVENTIONS AND JURY DUTY

- A. An employee who is called to jury duty during his/her choice period shall be able to request another period that is open.
- B. Clerk Craft National or State Conventions shall be charged to the choice vacation period. This shall be effective by blocking out the leave periods of the National or State Conventions by the Craft President or his/her designee prior to the first phase of the vacation chart/calendar.

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

- A. One (1) clerk at the St. Ann Post Office shall receive annual leave each week during the choice period.
- B. With the exception to the above: Management shall schedule up to and including 12% of the employees in the clerk craft at the St. Ann Post Office off per week in the choice vacation period. Percentages will be applied against total number of these employees on the roll 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 off will be rounded up to the next whole number. This agreement does not prohibit a higher percentage 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/calendar on the employees' bulletin board no later than the last week in February. The posting of the chart/calendar indicates approval of the selected annual leave for each employee for the current year.
- B. P.S. Form 3971 will be submitted prior to the scheduled annual leave.

ITEM 11 LEAVE YEAR NOTICE

Beginning of the new leave year will be posted on the employee's bulletin board no later than November 1.

ITEM 12 OTHER ANNUAL LEAVE

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 but not less than seven (7) days. 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 within forty-eight (48) hours of receipt of 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 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 annual leave 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 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 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.

ITEM 14 OVERTIME DESIRED LISTS

A separate Overtime Desired List for the clerk craft, as defined in Article Eight (8) shall be kept by the main office and branch.

Management will provide as much advance notice of the need for overtime as reasonably possible.

ITEM 15-17 LIGHT DUTY ASSIGNMENTS

Light duty assignments for temporary or permanent light duty assignments for work related injuries may be reserved.

Light duty assignments will be based on availability of work and medical limitations of employee.

Management shall make every effort toward assigning the employee to light duty consistent with the employee's medically defined limitations tolerance.

- A. 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.
- B. 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 employees.

ITEM 18 SECTION FOR EXCESSING

Article Twelve (12) of the National Agreement will govern in this matter.

ITEM 19 EMPLOYEE PARKING

† Craft employee parking will be provided on a first-come first-serve basis by availability. All postal vehicles will be given first consideration. Three (3) parking spaces will also be designated for the Postmaster and his/her staff.

ITEM 20 UNION LEAVE

Leave granted to attend union activities shall not count as that employee's selection during the choice vacation period. It will, however, be blocked out as stated in Item Eight (8). Leave granted to attend seminars and other union business will be considered as per the needs of service.

- A. Seniority Lists—the installation head shall post, and furnish a copy to the APWU, an updated seniority list if any changes have occurred on a semi-annually basis.
- B. A change in duties of more than 20% per week will cause the duty assignment to be posted for bid. ✓
- C. The successful bidders must be placed in the new assignments within fourteen (14) 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 the Designated Agents for the APWU, AFL-CIO, every other month, excluding December. The agenda should be provided to each participant of this labor management meeting no later than seventy-two (72) hours in advance of the scheduled meeting. Time limit for these meetings may not exceed one (1) hour. ✓
- 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. Posting of work schedules shall be made by Wednesday of the preceding week. Unless there is a holiday then it shall be posted on Tuesday of the preceding week. ✓
- H. The incumbent has the option to retain their present position although changes may occur in principle assignment and duties, scheme knowledge requirements. and/or change in starting time in excess one (1) hour, but not more than two (2) hours.
- I. 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. ✓

- J. 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. ✓
- K. 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. ✓
- L. Insofar as possible, prior to the implementation of changes listed above, the Union shall be informed. ✓
- M. Two (2) copies of clerical job postings and the successful bidder lists of said posting will be furnished to the Union.
- N. Bid postings shall remain posted for ten (10) days.

Management will recognize assignments by seniority of full time regulars on a day to day basis. ✓

ITEM 23 MAINTENANCE CRAFT

- 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.