

**Warrenton, Missouri 63383**

**Local Memorandum of Understanding**

between the

**United States Postal Service**

and the

**American Postal Workers Union  
AFL-CIO**


**St. Louis Gateway District Area Local**

**2010 - 2015**

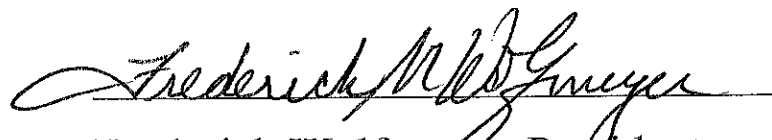
This Local Memorandum of Understanding, entered into on **September 7, 2011**, at the Warrenton, Missouri Post Office, between the representatives of the United States Postal Service and the designated agent of the Saint Louis Gateway District Area Local, Pursuant to the Local Implementation Provisions of the **2010 – 2015** National Agreement with the American Postal Workers Union, AFL-CIO.

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 have been referred to the impasse procedure. Upon completion of the impasse procedures, any new changes shall be incorporated into this Memorandum of Understanding.

For the United States Postal Service

  
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Jeffrey Meyer, Postmaster  
Warrenton, Missouri

For the Saint Louis Gateway District Area Local,  
APWU, AFL-CIO

  
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Frederick Wolfmeyer, President  
St. Louis Gateway District Area Local  
APWU, AFL-CIO

## 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 of the Warrenton, Missouri Post Office.

## Item 3 Emergency Curtailments

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 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 the decision to

terminate/curtail 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. 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> rounds completed by December 31. All vacation selections will be completed by January 31. The employer shall notify the employees at least ten (10) days prior to the selection of vacation periods. If after the completion of the vacation selections, the remainder of an employee's accrued annual leave may be taken as incidental leave later in the year with requests put in by the employee between 2 – 4 weeks prior to the dates needed and no other APWU employee is off, or on extended leave, the leave request will be approved.**

#### Item 5 Choice Vacation Period

- A. The choice vacation period will be the 1<sup>st</sup> Saturday of the leave year thru Friday of the 1<sup>st</sup> full week in December, and the period December 26 to December 31.

## 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 Choices

- A. Vacation selections for APWU craft employees will be in three (3) rounds. All employees at their option may request two (2) selections during the choice vacation period of either five (5) or ten (10) days, or one selection of fifteen (15) days on either of the first (1<sup>st</sup>) or second (2<sup>nd</sup>) selection opportunities. No employee may schedule more than one (1) selection of fifteen (15) continuous days or two (2) separate selections, which total fifteen (15) days, during the first two (2) rounds of vacation scheduling.**
- B. A third round will then be initiated, enabling employees to select in units of five (5), ten (10), or fifteen (15) days for the remainder of their yearly entitlement from available vacation periods. These vacations are not required to be continuous.**
- C. Nothing in these provisions shall be construed by the parties to require employees to make a first, second, or third vacation selection. The employee must submit a written notice waiving his/her selection opportunity.**

## 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. 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.

1. Leave requests for Union business will be submitted as soon as possible.

Item 9 Maximum Number of Employees Off Each Week of the Vacation Period
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One (1) clerk shall receive annual leave each week during the choice vacation period. With the exception to the above: During the choice vacation period, a maximum of 14% of the Clerk Craft employees shall be granted annual leave each week. In applying the percentage, any fraction above 0.5% shall be rounded up to the next whole number.

Item 10 Official Notice of Vacation Schedule
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- A. Management will post the completed chart on all appropriate bulletin boards no later than the last week of February as approval of the selected annual leave for each employee for the current leave.
- B. P.S. Form 3971 shall be prepared in duplicate for each reserved period on the assignment sheet by the employee.

## Item 11 Leave Year Notice

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

## Item 12 Other Annual Leave

Other than choice vacation period annual in advance for the same period will be on a first-come, first-served basis. 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. 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 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 request the following will apply:

- A. For duplicate requests made for the month of November and 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 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 other than those specified in A or B above, preference will be given to the first application received by management.

#### Item 13 Holiday Scheduling

1. Holiday scheduling will be in accordance with Article Eleven (11) of the current National Agreement.

#### Item 14 Overtime Desired Lists

The Overtime Desired List will be by installation.

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

#### Item 15 – 17 Light Duty Assignments

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

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 employee's Craft for which the individual is qualified and are within their medical restrictions.

Light duty assignments may be established to consist of 8 hours or less in a service day or 40 hours or less in a service week. No light duty assignment will be made to the detriment of any full time employee.

### Item 18 Sections for Excessing

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

### Item 19 Employee Parking

Craft employee parking spaces will be on a first-come first-serve basis, excluding spaces for the Postmaster, SPO, Official Postal Vehicles, and customers.

### Item 20 Union Leave

Leave granted to attend union activities shall not be charged to an employee's choice vacation period as provided under Item 8. Leave requests for union business will be submitted as soon as possible.

### Items 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. When there is a change of 20% or more in an assignment (scheme, work area, duties) the assignment will be reposted.
- C. The successful bidders must be placed in the new assignment within fourteen (14) days, except in the month of December.
- D. When the starting time of any bid 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, when agenda items have been submitted seventy-two (72) hours in advance. In addition to the agenda, discussion item or past use of overtime and any record of employee declining overtime will be noted. Time limit of these meetings are not exceed two (2) hours.

- F. The Union will be notified of proposed assignment changes.
- 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 of management not to be assigned to such duties that tend to impair their appearance.
- H. Two (2) ten (10) minute breaks will be granted to the Full Time Regulars.
- I. Management will recognize assignment by seniority of Full Time Regulars on a day-to-day basis.

ITEM 23 MAINTENANCE CRAFT
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- 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, the assignment will be posted for bid.
- B. Posting and Bidding – refer to Article 38.4A.1 to 2 of the National Agreement.