

**Washington, Missouri 63090**

**Local Memorandum of Understanding**

between the

**United States Postal Service**

and the

**American Postal Workers Union  
AFL-CIO**

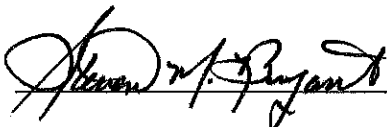
**St. Louis Gateway District Area Local**

**2010 - 2015**

This Local Memorandum of Understanding, entered into on **November 3**, 2011 at the Washington, 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.

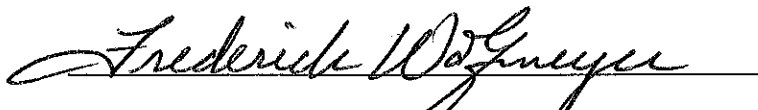
This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment, except for those items, which are in dispute and have been referred to the impasse procedure. Upon completion of the impasse procedures, any new changes shall be incorporated into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

For the United States Postal Service



Steven M. Bryant, Postmaster  
Washington, Missouri

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



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

The basic workweek shall be fixed (as far as practical with five consecutive days)

## Item 3 Emergency Curtailments

- 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/her 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> rounds completed by December 31. All vacation selections will be completed by January 31.**
- B. The employer shall notify the employees at least ten (10) days prior to the selection of vacation periods.**
- C. 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 Memorandum of Understanding.**
- D. Additionally, the employee's non-scheduled day(s) prior to the beginning of his/her vacation selection shall be excluded from the draft procedures of Article 8, Section 5 of the National Agreement.**
- E. 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.**

#### Item 5 Choice Vacation Period

- A. The Clerk Craft choice vacation period will be from the first day of the leave year through the first Friday in December and the period 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

Annual leave shall be provided in full weeks with the employees beginning their vacations on Monday.

## 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 Conventions Time 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 period.

### Item 9 Number Permitted Off Each Vacation Week

During the choice vacation period, 12% of the employees will be allowed off each week. Any fraction **below** .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. The choice vacation schedule shall, in conjunction with the approved Forms 3971s, serve as the official notice of the vacation choice and shall be posted **no** later than **January 31**.

### 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

The issuing of annual leave, other than the choice period, will be considered on a first-come, first-serve basis. Such requests maybe submitted, in triplicate, up to **thirty-** (30) days in advance. The employee must be notified of approval or disapproval within five (5) employee workdays. If not, such request will be considered approved.

### Item 13 Holiday Scheduling

In offices with more than one (1) full-time regular Clerk Craft employees, 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 work in the following order:
  1. **Full-time employees for whom it is their holiday or their “designated holiday” and they have volunteered to work, by seniority**
  2. **All Full-time volunteers, by seniority, who have volunteered to work their non-scheduled day(s), which is a holiday or “designated holiday” for others, even if overtime and/or guarantees are incurred.**
  3. **All Postal Support Employees, (PSE).**
  4. **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.**
  5. **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.**

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| Item 14 Overtime Desired Lists |
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In offices with more than one (1) Full-time regular Clerk Craft employees, 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, Section 5 **of the National Agreement.**

### Item 15 – 17 Light Duty Assignments

The light duty assignments in the Clerk Craft for both temporary or permanent light duty shall consist of the following tasks, as long as it does not affect the regular employees already doing such duties or tasks;

1. File forms 3849
2. Answer telephones
3. Process nixie letters and flats
4. Assist at the window unit, where qualified and possible, per limitations
5. Assist with Central Markup
6. Work on Incoming letter distributions.

### Item 18 Sections for Excessing

Installation wide, by occupational group

### Item 19 Employee Parking

Available parking will be on a first-come, first-serve basis.

### Item 20 Union Leave

Leave granted to attend union activities shall not be charged to an employee's choice vacation period. The Union shall notify the Postmaster, in writing, upon being advised as to the date of the National and/or State Convention and the name of the selected delegate to attend as soon as possible.

Items 21 – 22 Craft Items, Seniority, Reassignment, and Reposting

A seniority list shall be posted for all Full-time Clerk Craft employees.