LOCAL MEMORANDUM OF UNDERSTANDING

ARNOLD, MO 63010

EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

In accordance with the provisions of Article 30 of the 2010 – 2015 National Agreement between the United States 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 (Arnold, Mo.) Post Office is to be extended in full force and effect through May 23, 2015.

USPS Designee

10-17-11
Date

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

Oct 17, 2011
Date

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In accordance with the provisions of Article 30 of the 2010 – 2015 National Agreement between the United States 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 (Arnold, Mo.) Post Office is to be extended in full force and effect through May 23, 2015.

USPS Designee

10-17-11
Date

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

Oct 17, 2011
Date

EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

In accordance with the provisions of Article 30 of the 1994-1998 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 ARNOLD, MISSOURI Post Office is to be extended in full force an effect through November 20, 1998.

Pam M. Hammond

Postmaster, Pam M. Hammond
USPS

Date 6-21-96

Melvin Sanders

Melvin Sanders, President
APWU

Date June 19, 1996

REGULAR ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION	)	
between	)	LOCAL MOU
UNITED STATES POSTAL SERVICE	)	ARNOLD, MISSOURI
and	)	C7C-4Q-I 99488
AMERICAN POSTAL WORKERS UNION	)	

BEFORE:	James P. Martin
APPEARANCES:	
For the U.S. POSTAL SERVICE:	Dennis L. Wesley
For the UNION	Roosevelt Stewart
Place of Hearing:	Arnold, Missouri
Date of Hearing:	May 5, 1989

AWARD:

Article 6B of the LMOU shall read: "Employees in APWU Clerk Craft will be begin their vacations on Monday and end their vacations on Saturday. Ten percent (with .5 or higher rounded up) shall be the maximum number of employees in the Clerk Craft off each week during the choice vacation period. Two employees in the Clerk Craft shall be allowed to be off on vacation during each week in the month of June, July or August, at the Union's choice."

Nov. 30, 1989

James P. Martin
Impartial Arbitrator

The impasse grievance concerned only Article 6B of the LMOU. The Union's proposal for the number of employees off during the choice vacation period was 15%, rounded up. This would require vacation be granted to two Clerks during the choice vacation period. Management's counter proposal was to leave the language the same, although in negotiations, proposals were made to set the maximum number off at 10%, rounded up, and an additional Clerk being allowed vacation during the month of June, July or August, at the Union's option.

The Union's arguments were several: the percentage of Clerks being granted vacation during prime vacation time had gone down radically from 16% to 8%, Management was able to operate efficiently and without overtime with two employees gone, as had often been the case in the past, and the limitation was in violation of the intent of the National Agreement.

As of the first, the Union's specific argument was that, when there were only six Clerks, 16% of the Clerk work force received vacations at the same time during the prime vacation week, whereas now, with 12 Clerks, only 8% are off at a time. This argument is not persuasive, as the following example will show. Suppose that only two

Clerks worked at the facility. In order to give any vacation at all, 50% of the Clerks would have to be off each week. To increase the work force to four would cut the percentage of Clerks getting vacation in half; to increase it to eight, would quarter it. When the initial number is very small, it is impossible not to decrease the percentage of employees receiving vacation. In this case, with only six Clerks in 1977, the vacation percentage had to be very high if any vacation were to be given at all. The decrease in percentage of employees off at the same time during the choice vacation period is not a valid basis for accepting the Union's proposal.

Testimony at the Hearing revealed that Management had operated without excessive overtime during a number of absences of the two employees at a time. From this, the Union argues that two Clerks should be allowed off on vacation during the entire prime vacation period. Some of the examples given were the unusually long sick leave of one witness, and his status as a State Officer, Gateway Officer, and Union Steward causing very frequent absences on Union business. While Management was able to operate with these anticipated absences without excessive overtime, it is difficult to see how it could manage to do the same if one

additional employee were off on vacation during a six month period, or during only the months of June, July and August, as asked by the Union. The Union business absences of the witness is an argument in favor of Management's position, as opposed to the Union's. The anticipation can be validly made that there will be an additional Clerk employee absent a good deal, even without considering any sick leaves. Thus, restricting the number off on vacation at one time to one would be more reasonable than might otherwise be the case. Finally, the argument is made that the restriction to one Clerk off on vacation at a time contradicted the National Agreement. While stated, no evidence was presented to show that this was the case.

In its negotiations, Management proposed that 10%, rounded up, be used as the limitation, which would give two Clerks the right to prime time vacation should the staffing reach 15. Also, the compromise position was offered that an additional employee could be off during any one of the months of June, July or August, even though exposing Management to the possibility of overtime or excessive supervision cover. The Management proposal seems a reasonable compromise between the Union's position and the retention of the Article in its previous form. That position will be therefore be adopted as the language of Article 6B.

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LOCAL MEMORANDUM OF UNDERSTANDING

ARNOLD, MO 63010

Article 1 - Recognition

Section A

Parties to the Agreement

1. This basic local agreement, entered into, represents and constitutes an agreement between Arnold, Missouri Post Office and the St. Louis Gateway Area Local, APWU, AFL-CIO.

2. This agreement covers the clerk craft employees at the Arnold, Missouri Post Office for which the St. Louis Gateway Area Local has been certified as the exclusive representative.

Section B

This Memorandum of Understanding constitutes the entire agreement for the above-mentioned installation, except for any addendum that might be necessary due to arbitration awards, in accordance with Article 30, Section C.

Article 2 - Wash-up Time

A. Employees who perform dirty work or work with toxic materials maybe granted a reasonable amount of wash-up time.

Article 3 - Workweeks

A. The regular workweek will consist of five (5) days with fixed days off.

Article 4 - Light Duty

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 employee 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 distribution.

Article 5 - Posting and Bidding

A. The incumbent has the option to retain present position regardless of changes in duties, principle assignment area, scheme knowledge requirements, and/or change in starting time in excess of one (1) hour.

B. If schemes are taken away, it will be done by seniority with the opportunity for keeping or giving up the schemes going to the person with the most seniority and proceeding to the person with the least seniority holding that scheme.

C. A clerk exercising an option outlined above shall be given the altered position as a definite assignment. Altered positions, not claimed under such options, shall be posted for general bid.

D. 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.

E. Bid positions shall remain posted for 14 days.

F. Successful bidders will be placed on their new job assignment within 14 days.

Article 6 - Annual Leave

A. Employees, at their option, can select two selections during the choice period which cannot exceed the ten (10) or fifteen (15) to which the employee is entitled.

1. The first choice will be made on seniority basis between January 2 and January 30.

2. The second choice shall be made on seniority basis between January 31 and February 15.

3. Choice vacation schedule shall, in conjunction with the approved Forms 3971, serve as the official notice of the vacation choice and shall be posted no later than March 1.

B. Employees in APWU Clerk Craft will begin their vacations on Monday and end their vacations on Saturday. There shall be only one (1) employee in the clerk craft off each week during the choice vacation. (This item has been referred to impasse and may be determined at a later date.)

C. Jury duty and attendance at the clerk craft APWU national and/or state convention shall not be charged as a choice vacation selection. The union shall notify the postmaster, in writing, upon being advised as to the day of the national and/or state convention and the name of the delegate selected to attend by March 1.

D. Each employee shall submit Form 3971 in duplicate when requesting annual leave for the choice vacation period. One copy will be validated and returned to the employee prior to the time the vacation list is posted.

E. The choice vacation period for APWU clerk craft employees shall begin the first Monday in March and will end the last Saturday in November and include the week following December 26. Leave outside the choice vacation period shall be in accordance with Article 10, Section 3D4, of the National Agreement.

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

Article 7 - Holiday Scheduling

Section 1 - Scheduling

APWU employees will be scheduled 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 regulars for whom it is the holiday or their designated holiday and who have volunteered to work.

4. All other employees who have volunteered to work their nonscheduled day or days, which is a holiday or designated holiday for others, even if overtime and/or overtime guarantees are incurred.

5. Employees for whom it is the holiday or their designated holiday, but who have not volunteered, shall be instructed to report by inverse seniority.

6. Employees for whom it is a scheduled day off but have not volunteered, even if overtime and/or overtime guarantees are incurred, shall be instructed to report by inverse seniority.

Article 8 - Curtailment or Termination of Postal Operations

A. Postal operations will not be terminated or curtailed unless the postmaster determines the conditions so warrant. The postmaster's, or designee's, decision to terminate or curtail postal operations shall be based on the following:

1. Safety and health of the employees.

2. Civil disorders.

3. Acts of God.

4. Hazardous weather conditions.

5. Other considerations.

B. Postmaster, or designee, will notify the employees at the earliest practical time of termination or curtailment of postal operations. Such notifications may be by telephone or other available public media.

Article 9 - Parking Spaces

A. The employer will continue the current policy of providing employee parking spaces.

Article 10 - Overtime Desired List

A. The Overtime Desired List will be established in accordance with Article 8, Section 5A, of the National Agreement.

U.S. POSTAL SERVICE POSTMASTER
Arnold, MO 63010

Date 10/28/87

APWU REPRESENTATIVE

Date 10-30-87