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**FLORISSANT, MISSOURI**  
**63031/63034**

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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**

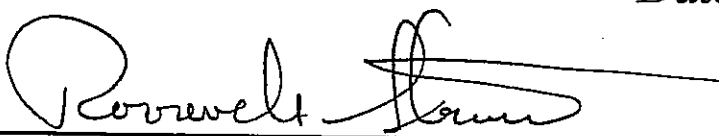
## EXTENSION OF CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

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 (Florissant, Missouri) Post Office is to be extended in full force an effect through November 20, 2003.

  
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Postmaster,  
USPS

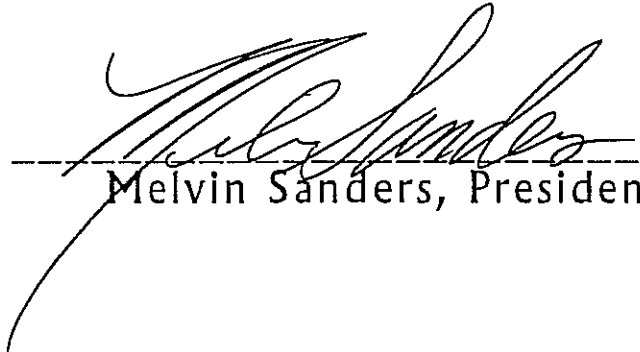
Date 5/13/02

  
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Roosevelt Stewart, President  
APWU


Date 5/13/02

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.

  
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Melvin Sanders, President

4-26-99  
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Date

  
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Postmaster, USPS

4/26/99  
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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 when it is necessary.

## **ITEM 2 BASIC WORK WEEK**

- A. The establishment of a regular work week of five days with either fixed or rotating days off.
- B. Fixed days off shall be the policy at the Florissant 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**

#### ITEM 4 LOCAL LEAVE PROGRAM

- A. A separate local leave list shall be formulated for the main office and each branch. Relative standing on the current Florissant installation seniority list will prevail in making selections.
- B. The leave selections will be in three (3) phases. Under phase one (1), an annual leave period chart will be passed around among the clerks by seniority beginning by the second (2<sup>nd</sup>) of January and to be completed by February first (1<sup>st</sup>). 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 second full week in February. 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 third (3<sup>rd</sup>) full week of February. After completion of phase three (3), the vacation selections are completed and any open selections are closed.
- C. Notice to cancel any **full week(s)** of 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. 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. **Employees may cancel partial weeks of vacation, but these canceled days will not be posted.**
- D. During the choice vacation period a minimum of 14% of employees shall be granted annual leave. In applying the percentage, any fraction above 0.5% shall mean one additional employee. When during the choice vacation period and there is less than 14% on annual leave an employee may apply and leave shall be approved up to the appropriate percentage mentioned above.
- E. 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 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.

**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**

- A. 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.
- B. Selections shall be made as employees are entitled to annual leave.

**ITEM 8 UNION CONVENTIONS AND JURY DUTY**

- A. An employee who is called to jury duty or who attends an APWU National, or State Convention shall not have this leave charged to his or her vacation periods. Two (2) employees will be permitted to attend Union Conventions under these provisions.
- B. The National and/or State Conventions will not be charged to the Choice Vacation Period. Leave requests for Union business will be submitted as soon as possible.

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

- A. Annual leave for vacation selection shall be by sections as follows:
1. Carr Station
  2. Window Clerks, Main Office

- 3. All other Clerks, Main Office
- 4. Automation Clerks, Main Office

- A. Management shall schedule up to and including 14% of the employees in the clerk craft at the main office and also at the Carr Station off per week in the choice vacation period. Percentages will be applied against the total number of these employees on the rolls 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 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.
- B. Employee who successfully bid a new assignment in another unit may carry their leave selection to that unit provided it will not seriously effect business operations of the gaining unit. If the employee is unable to carry their leave selection to the new unit, they may select what ever 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 last week in February as approval of the selected annual leave for each employee for the current year.
- B. P.S. Form 3971 shall be prepared in duplicate for each reserved period on the assignment sheet.

**ITEM 11 LEAVE YEAR NOTICE**

Beginning of the new leave year will be posted on the bulletin board and each order book not later than November 1.

**ITEM 12 OTHER ANNUAL LEAVE**

Other than scheduled vacation period, a minimum of 14% of the employees will be approved for annual leave in advance for the same period on a first-come, first-served basis. 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 (2<sup>nd</sup>) 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 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.
- D. Fourteen percent of the clerks normally scheduled to work on any single day will be granted leave under this section, with any fraction of a percent above 0.5% being rounded to the next whole number to determine the number of clerks to be granted leave at each location.

### **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 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 station.

- A. An overtime list shall be maintained before the beginning of a tour, at the end of a tour, on an off day only and in excess of 10 hours.
- B. It will be the policy of the Florissant Post Office to provide at least one (1) hour notice to employees on duty when overtime is required.

**ITEM 15-17 LIGHT DUTY ASSIGNMENTS**

Light duty assignments for temporary or permanent light duty assignments for both work-related injuries and non work related injuries shall be reserved.

After all efforts have been made by management to adjust the employee's regular duty assignment within the employee's physical limitations shall be reserved.

- A. Management will, with discretion, assign all light duty assignments. **The employee shall request in writing** and be required to present a doctor's signed (**NO RUBBER STAMP**) certificate when requesting a light duty assignment.

- B. No light duty assignment will be made to the detriment of any full time assigned employee.
- C. Within the employee's craft, in the work facility to which the employee is regularly assigned, during the hours when the employee regularly works, that work constitutes the light duty to which the employee is assigned.
- D. If adequate duties are not available within the employee's work limitation tolerance in the craft and work facility to which the employee is regularly assigned within the employee's regular hours of duty, other work may be assigned within the facility.
- E. If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty.
- F. An employee may be assigned light duty outside of the work facility to which the employee is normally assigned, only if there is not adequate work available within the employee's work limitation tolerance at the employee's facility. In such instances, every effort will be made to assign the employee to work within the employee's regular schedule, and as near as possible to the regular work facility to which the employee is normally assigned.
- G. Employees reinstated under the Rehabilitation Program should be assigned to a limited duty assignment or a residual vacancy.

**ITEM 18 SECTION FOR EXCESSING**

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

**ITEM 19 EMPLOYEE PARKING**

Employee parking spaces will be provided and reserved, These spaces shall be administered on a first-come first-serve basis with no seniority.

**ITEM 20 UNION LEAVE**

- A. Leave granted to attend union activities shall not be charged to an employee's the choice vacation period.
- B.

## **ITEM 20 UNION LEAVE**

- A. Leave granted to attend union activities shall not be charged to an employee's the choice vacation period.
- B. Convention dates should be submitted to the Postmaster within seven (7) days after selection of delegates.

## **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 if any changes have occurred during the previous quarter.
- B. Successful bidders must be placed in the new assignment within fourteen (14) days, except in the month of December.
- C. When the starting time is changed on a bid job, a copy or notice shall be given to the Union.
- D. Joint-Labor Management meeting will be scheduled every other month excluding December. It is agreed that the time and date of the meeting will be flexible. Both Labor and Management should exchange Agenda Items which they wish to discuss at least three (3) days prior to the scheduled meetings. In the event that neither group presents such an agenda, it will be assumed that there is no need for a meeting.

The Union will meet with Management by November 29<sup>th</sup> to discuss operations and plan for the upcoming Holiday season. Management will supply copies of Official Bulletins from the Region and Metro Area to the Union.

- E. 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 whenever possible.
- F. The incumbent has the option to retain their present position although changes may occur in principal assignment and duties, scheme knowledge requirement, and/or change in starting time in excess of one (1) hour, but not more than two (2) hours.

- G. 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.
- H. 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.
- I. 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.
- J. Insofar as possible, prior to the implementation of changes listed above, the Union shall be informed.
- K. Two (2) copies of clerical job posting and the successful bidder lists of said posting will be furnished to the Union.
- L. Bid posting shall remain posted for ten (10) days.
- M. In filling daily vacancies on any duty assignments, when management determines that such vacancy shall be covered, the detail shall be offered to the senior qualified employee in the section/tour.
- N. Management will recognize assignment by seniority on a day to day basis.