

2014-2016

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

INFORMATION TECHNOLOGY/ACCOUNTING SERVICES

ST. LOUIS, MISSOURI

UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

GATEWAY DISTRICT AREA LOCAL

SUPPORT SERVICES DIVISION

ST. LOUIS, MISSOURI

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into at the Information Technology / Accounting Services, St. Louis, Missouri, between the representatives of the United States Postal Service and designated representatives of the Union, signatory to the National Agreement between the American Postal Workers Union covering the IT/AS Centers, of said agreement.

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 referred to impasse procedures and which upon final resolution are added by the impasse procedures shall be incorporated into this Memorandum of Understanding.

IN WITNESS OF THE ABOVE, THE PARTIES HERETO AFFIX THEIR SIGNATURES ON THE 11TH DAY OF SEPTEMBER, 2014

FOR THE
UNITED STATES
INFORMATION TECHNOLOGY/
ACCOUNTING SERVICES:

FOR THE
AMERICAN POSTAL WORKERS UNION
GATEWAY DISTRICT AREA LOCAL:



Susanne D. Mercado, Labor Relations



Fred Wolfmeyer, President Gateway District Area




John Monda, St. Louis IT Solutions Center



Orlando Anderson, IT/AS Craft Director 9/11/2014



Robin Stewart, Accounting Services



Brandan Kraft, IT/AS Steward 9/11/2014

A. THE DURATION OF THE CHOICE VACATION PERIOD, WHICH SHALL NOT BE LESS THAN 30 WEEKS, WITH THE COMMENCEMENT DATE TO BE DETERMINED LOCALLY.

The choice vacation period is defined as **the entire leave year, which commences on the first full pay period in January through the first Friday of January the following year.**

B. DETERMINATION ON A PERCENTAGE BASIS AS TO THE NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

The maximum amount of leave granted during the choice vacation period will be determined by organizational elements, and not by the total of the installation. For the choice vacation period a minimum of 15% of a section or supervisory unit will be allowed off. The maximum number of employees shall be allowed to take off during any given week, provided a sufficient work force is left to carry on the functions of the section.

C. FORMULATION OF LOCAL LEAVE PROGRAM.

The responsibility for the administration of the leave program for IT/AS employees is a Management function and shall be implemented in accordance with the terms and conditions as set forth and negotiated between the parties of this agreement.

If the percentage enumerated in Item B above results in less than one (1) employee scheduled off, one (1) employee is to be allowed a selection.

The general "Rounding Rule" shall apply to any percentages, i.e. any fraction under .50 will be rounded down to the next whole number; any fraction .50 and above, shall be rounded up to the next whole number.

Application for annual leave during the choice vacation period will be granted within a section or supervisory unit according to IT/AS seniority. The selection period is defined as **beginning no earlier than November 12th and ending no later than December 31st each year.**

When an employee has scheduled and received approval for the annual leave period(s) as set forth in this agreement, and is subsequently awarded another position, the employee shall be permitted to retain the approved leave period(s).

An employee's holiday, designated holiday, and non-scheduled days shall be included as part of an employee's vacation when falling during the vacation period and shall not be subject to the draft or volunteer procedures of the Local Memorandum of Understanding.

An employee who is ordered to military duty shall not have such leave counted as one of the employee's choice vacation selections. Employees whose choice vacation selection conflicts with military orders will be eligible to reschedule the vacation from available open weeks, provided that the orders were received after the selection process was completed.

D. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union Representative and the Employer.

E. WHETHER EMPLOYEES AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS.

All employees at their option may request two 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 two selection opportunities. Employees earning thirteen (13) days per year shall be granted up to ten (10) days during the choice vacation period and employees earning twenty (20) or twenty-six (26) days per year shall be granted up to fifteen (15) days during the choice vacation period.

The election shall be in two rounds. Employees will submit their requests in duplicate on Form 3971. After all employees in a section have made or declined a vacation selection by IT/AS seniority, in the first round, a second round will be initiated. In the second round all employees in a section may select from the remaining vacation weeks again, by IT/AS seniority.

A third round will then be initiated enabling employees to select units of 5, 10, or 15 days for the remainder of their yearly entitlements from available vacation periods.

In the event of an employee's absence during his/her selection period, the supervisor will Make a reasonable attempt to contact the employee to determine his choices. An Employee unable to select at the time contacted, may defer selection for one (1) calendar day. Should an employee fail to make his/her selections during that time, he/she will be passed over and other employees will be allowed to make their selection.

F. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE UNION CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

An employee who is called for jury duty or delegates who attend a National, Regional, or State Convention shall not have such leave counted as one of the employee's choice vacation selections. Employees whose choice vacation selection conflicts with jury duty or a union convention will be eligible to make another vacation selection from available open weeks.

G. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR THE EMPLOYEE.

A notice shall be posted in all sections as to the vacation schedule for that section and a copy of the vacation schedule distributed to the Union within 10 working days after the end of the submission period.

Once a vacation period is selected, it is guaranteed to the employee unless the employee does not have sufficient annual leave to cover the period. Leave Without Pay (LWOP) can only be approved by the manager.

H. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING THE EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

The Employer shall, no later than November 1, publicize on the bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

I. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Employees requesting annual leave outside the choice vacation selection period shall submit their request on Form 3971 to their immediate supervisor. The supervisor shall approve these requests on a first come, first serve basis, based on the needs of the service. Requests shall be submitted no more than thirty (30) calendar days prior to the first leave day to be covered. The employee will be notified of approval or disapproval within five (5) workdays following submission of the request. If not so notified, the leave will be approved. Exceptions to the thirty (30) calendar day absence notification requirement will be considered on a case by case basis.

In the event that two (2) or more requests are submitted at the same time for the same period, the supervisor will note on the 3971 the time received. If the supervisor is unable to determine which request was received first, the approval will be made based on IT/AS seniority.

When annual leave is requested on a day-by-day basis, or for partial days, the supervisor shall approve these requests on a first come, first serve basis based on the needs of the service.

J. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

The employer will determine the number and categories of employees needed. Those employees on scheduled vacation are not eligible to work the holiday since the holidays and non-scheduled days, that are included in the service week of a vacation period, are intended to be included in the approved period. (See Article 10.3.G of the IT/AS Agreement.)

The method of selecting employees for holiday work will be determined by the process outlined below:

1. Requiring sufficient casuals to work, even if overtime is required.
2. Requiring sufficient part-time employees.

3. Selecting qualified employees from the regular work force who volunteer to work their holiday or designated holiday, in the functional assignment area where the work is to be performed. (See Item R.) Selection will be by IT/AS seniority.
4. Selecting qualified employees from the regular work force who volunteer to work their non-scheduled day on the holiday or designated holiday in the functional assignment area where the work is performed. (See Item R.) Volunteers will be by IT/AS seniority.
5. Requiring sufficient regular (full-time) employees to work their non-scheduled day on a rotating basis. In scheduling non-volunteers, IT/AS juniority shall be used.
6. Requiring sufficient regular (full-time) employees to work their holiday or designated holiday on a rotating basis. In scheduling non-volunteers, IT/AS juniority shall be used.

Management will provide the Union with a copy of the mutually agreed to holiday schedule format to be used Center-wide, prior to the time of positing. Such positing will include the letter "V" for volunteer by each employee having volunteered to work.

The holiday schedule must list only those employees who are scheduled to work. Use Attachment #1 for scheduling format.

K. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY FUNCTIONAL ASSIGNMENT AREA AND/OR TOUR ASSIGNMENT AS IDENTIFIED IN ITEM R.

The overtime desired list shall be published by functional assignment area with a copy of the "O.T.D. List" submitted to the Union.

Volunteers should be solicited from other **Accounting Service Center FAA's** at the discretion of management before requiring mandatory overtime **for Non-O.T.D.L. employees within the FAA**; provided no **Non-O.T.D.L.** employees work more than ten (10) consecutive hours.

Pecking Order for the Accounting Service Center will be as follows:

- 1. Employees within the FAA with the necessary skills whose names appear on the on the O.T.D.L. List.**
- 2. Volunteer Non-O.T.D.L. employees with the necessary skills within the FAA.**
- 3. Volunteer O.T.D.L. employees with the necessary skills outside of the FAA but within the same branch.**
- 4. Volunteer Non-O.T.D.L. employees with the necessary skills from outside of the FAA but within the same branch.**
- 5. Non-Volunteer, Non-O.T.D.L. employees with the necessary skills within the FAA.**

L. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A FUNCTIONAL ASSIGNMENT AREA WHEN IT IS PROPOSED TO REASSIGN WITHIN THE INFORMATION SERVICE CENTER EMPLOYEES EXCESS TO THE NEEDS OF A FUNCTIONAL ASSIGNMENT AREA.

The identification of assignments comprising a functional assignment area when it is proposed to reassign excess employees within a Center shall be the following principal assignments:

1. ACCOUNTING SERVICES AS AGREED, BY LETTER OF INTENT DATED 11/17/2011:
 - a. Contract Services / Transportation
 - b. Domestic Claims
 - c. Field Sales
 - d. General Accounting Services
 - e. International Accounts
 - f. International Claims
 - g. Accounting Help Desk
2. IT SOLUTIONS CENTER

M. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

The Center will honor the present **Gateway District** policy of parking for Postal Service employees (i.e., parking will be on a first come, first serve basis of available parking spaces). The Craft Director or designee will be allowed to park in the reserved area.

N. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Annual leave to attend Union activities requested prior to determination of choice vacation schedule is to be part of the total choice vacation plan as outlined below.

1. The period requested to attend Union activities is to be considered as a reserved period and is taken into consideration by Management when determining the service needs for approvals of annual leave (vacation) requests.
2. The period requested is not to be charged as one of the choice period selections of the requestor.

O. LOCAL IMPLEMENTATION OF THE AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

Posting –

1. The length of posting shall be ten (10) calendar days. The successful bidder must be placed in the new assignment within twenty-one (21) calendar days.

2. The incumbent shall have the option to retain present position regardless of change in any of the following.
 - a. Because of a change in starting time exceeding one (1) hour;
 - b. A sufficient change in duties;
 - c. A sufficient change of principal assignment area.
3. If the incumbent elects not to retain present position for any change listed above, the assignment must be reposted.

P. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

Management shall be responsible for curtailment of operations due to local conditions. When there is a general curtailment of public transportation and interruption of business hours, due consideration will be given to the granting of administrative leave to those employees affected.

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.

Q. THE METHOD TO BE USED IN REQUESTING OR RESERVING LIGHT DUTY OR RESTRICTED DUTY ASSIGNMENTS AS APPROPRIATE SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

1. Employees requesting limited duty due to job-related injuries should have priority over non-job-related injuries in assignment.
2. Light duty requests, if operationally practical, may be accommodated within their existing tour and assignment, providing their restrictions will reasonably facilitate same.
3. In the event that a light duty assignment cannot be accommodated within the existing tour and assignment, such request will be honored in the area the duties of which the employee is capable of performing.
4. Light duty assignment shall be restricted to thirty (30) day periods at which time they must be documented and reviewed.

R. IDENTIFICATION OF FUNCTIONAL ASSIGNMENT AREAS.

1. ACCOUNTING SERVICES AS AGREED, BY LETTER OF INTENT DATED 11/17/2011:

- a. **Contract Services / Transportation**
- b. **Domestic Claims**
- c. **Field Sales**
- d. **General Accounting Services**
- e. **International Accounts**
- f. **International Claims**
- g. **Accounting Help Desk**

2. IT SOLUTIONS CENTER

Functional assignment areas for bidding purposes shall be identified as follows:

ACCOUNTING SERVICES

IT SOLUTIONS CENTER

Exceptions to same functional area restrictions are as identified in Article 37, Section 4(A) of the **2011** Collective Bargaining Agreement, as follows (these will be center wide):

1. Data Conversion Operation (Level 6)
2. Senior Clerk (Level 6)
3. Staff Secretary (Level 9)

S. GUIDELINES FOR IMPLEMENTATION OF FLEXTIME

1. Management will be responsible for determining if the work requirements of the office (e.g., work unit, pay location, branch, section, etc.) would require a limitation on flexibility for the entire office, or for a specific number of employees. If participation is limited by a manager/supervisor, the reasons will be supported in writing with a copy to the Union.

Management will be responsible for evaluating and approving each employee request and is responsible for monitoring the program to ensure employees are adhering to the policies and procedures of the program. **Operational needs and IT/AS seniority** within supervisory unit, shall be the determining factor for Flextime requests when there are more employees requesting Flextime than be approved. Reasons for denial of Flextime requests must be supported in writing with a copy to the Union.

2. Only career status employees are eligible to participate in the Flextime Program on a voluntary basis. Employees who opt out of the Flextime Program will return to their fixed permanent bid assignment and will not be eligible to participate **until the next AWS open season**. Employees may opt out of the program by submitting a written request to their immediate supervisor no later than the second Tuesday of a pay period. Employees that have opted out may be able to opt back in **during AWS open season ONLY** by submitting a written request to their respective Supervisor. The request to opt in or out will be effective the pay period following receipt of the employee's request.

3. All employees participating in the Flextime program are subject to the provisions of the Fair Labor Standards Act (FLSA) and will be required to record their starting and ending times and their lunch out and in times in accordance with Handbook F-21, Time and Attendance.

4. Employees who demonstrate the inability to handle the increased responsibility of Flextime may be required by management to return to their fixed permanent bid duty assignment. Reasons for requiring an employee to return to their fixed permanent bid duty assignment must be supported in writing with a copy to the Union.

5. POLICIES AND PROCEDURES.

A. The actual time an employee reports for duty within the flexible schedule becomes the

employee's starting time for that day. All employees must be scheduled for their normal schedule of eight (8) hours **or ten (10) hours** of work each day, plus a minimum thirty (30) minute lunch period. No employee may use Flextime which would result in the employee incurring Sunday Premium pay or night differential, unless already the result of their normal schedule. No employee may use Flextime to move their starting time into the previous day.

B. IT/AS seniority within supervisory unit **and** operational needs shall be the determining factor for selection of a starting time when there are more employees requesting a start time than can be approved.

C. Employees clocking in beyond the allowed flex time of their scheduled begin tour time would be considered tardy and handled in accordance with normal timekeeping procedures.

D. Employees participating in the Flextime Program will only be eligible for out-of-schedule premium pay under the following conditions:

1. When working outside of the additional "flexible" work hours agreed to within their scheduled work hours (unless in an overtime status).

2. When working a schedule within the additional "flexible" work hours agreed to, if directed by management.

E. For purposes of incidental leave requests, participant's starting time will be determined in the following manner:

1. If an employee reports to work within their authorized flexible starting time, their actual reporting time will be considered as their start time.

2. If an employee requests leave or fails to report to work within their scheduled flexible starting time, the employee's starting time will be the assigned scheduled start time of the employee, without a "flexing" option.

F. Specified Flextime windows are determined in each Center and Branch as follows:

1. **IT Solutions** Center provides employees a Flextime window of thirty (30) minutes before and after the beginning of their scheduled tour of duty. **Employees may submit a flextime request twice yearly with optional starting times of 0650, 0700, 0750, 0800, 0850, or 0900 and a minimum of thirty (30) minutes for lunch. All employees must complete their full eight (8) or ten (10) hour shift plus their lunch period between the hours of 0600 and 1800 (official work day hours.)**

2. Accounting Services provides employees, in all of its operations, a Flextime window of thirty (30) minutes before and after the beginning of their scheduled tour of duty.

3. Accounting Center Support provides employees a Flextime window of fifteen (15) minutes before and after the beginning of their scheduled tour of duty except for the following: Employees scheduled to work when the phone system opens for calls, may only flex 15 minutes before their scheduled beginning tour. Employees scheduled to work when the phone system closes for calls, may only flex 15 minutes after their scheduled beginning tour.

- T. LOCATION OF OFFICE SPACE FOR THE APWU LOCAL UNION TO CONDUCT ITS CONTRACT ADMINISTRATION RESPONSIBILITIES AND SECURE MATERIALS AND RECORDS.**

Management will provide the local IT/AS Union with an office space for the purpose of contract administration responsibilities and to secure union materials and records.

ST. LOUIS INFORMATION TECHNOLOGY / ACCOUNTING SERVICES

HOLIDAY SCHEDULE

HOLIDAY:

WEEK OF:

CENTER/SECTION:

THE FOLLOWING EMPLOYEES ARE SCHEDULED TO WORK:

REGULAR SCHEDULED WORK DAY

<u>NAME</u>	<u>LEVEL</u>	<u>TOUR</u>	<u>DATE</u>
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HOLIDAY OR DESIGNATED HOLIDAY

<u>NAME</u>	<u>LEVEL</u>	<u>TOUR</u>	<u>DATE</u>
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NON-SCHEDULED DAY

<u>NAME</u>	<u>LEVEL</u>	<u>TOUR</u>	<u>DATE</u>
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SECTION SUPERVISOR/MANAGER: _____

NAME	TITLE
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DATE POSTED: _____

ATTACHMENT I

ST. LOUIS INFORMATION TECHNOLOGY / ACCOUNTING SERVICES

OVERTIME DESIRED LIST

CALENDAR QUARTER: (Circle One) Jan-Mar Apr-Jun Jul-Sep Oct-Dec

PERIOD:

CENTER:

ORGANIZATIONAL ELEMENT/SECTION:

EMPLOYEE'S NAME	YES	NO	INITIAL	DATE
_____	___	___	___	___
_____	___	___	___	___
_____	___	___	___	___
_____	___	___	___	___
_____	___	___	___	___
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_____	___	___	___	___

SECTION SUPERVISOR/MANAGER: _____
NAME TITLE

DATE POSTED: _____

ATTACHMENT II