

2022 - 2025

**LOCAL MEMORANDUM
OF UNDERSTANDING**

BETWEEN

**ST. LOUIS
INFORMATION TECHNOLOGY/
ACCOUNTING SERVICES**

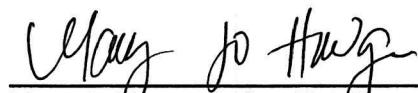
AND

**APWU
GATEWAY DISTRICT AREA LOCAL 8
SUPPORT SERVICES DIVISION
ST. LOUIS, MISSOURI**

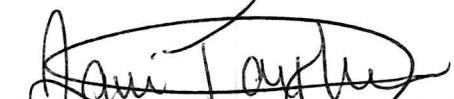
MEMORANDUM OF UNDERSTANDING

In accordance with Article 30 of the **2022-2025** Information Technology / Accounting Services Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO, this Memorandum of Understanding is entered into at the Information Technology and Accounting Services Center, St. Louis, Missouri, by and between the authorized representatives of the American Postal Workers Union and the United States Postal Service. This Memorandum of Understanding constitutes the agreement between the parties' signatory hereto pertaining to those items of discussion specified in Article 30 of the Information Technology / Accounting Services Agreement. It is further understood and agreed to that this Memorandum of Understanding is effective as of **October 14, 2022** and shall remain in full force and effect as determined by Article 42 of the Information Technology / Accounting Services Agreement. In Witness Whereof:

**FOR THE
UNITED STATES POSTAL SERVICE
INFORMATION TECHNOLOGY/
ACCOUNTING SERVICES:**



Mary Jo Hauge, Labor Relations Specialist
USPS Chief Spokesperson



Jami Taylor, A/Exec Manager
St. Louis Accounting Service Center

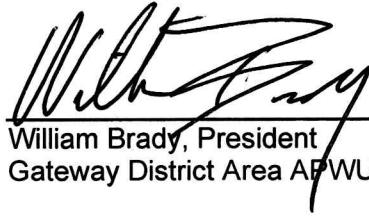


Rena White, Manager
Accounting Center Support

**FOR THE
AMERICAN POSTAL WORKERS UNION
GATEWAY DISTRICT AREA APWU LOCAL 8:**



Orlando Anderson, IT/AS Steward
APWU Chief Spokesperson



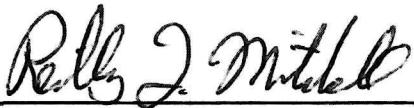
William Brady, President
Gateway District Area APWU Local 8



Gene Hollenbeck, Vice President
Gateway District Area APWU Local 8



William Davis, Labor Relations Specialist
Collective Bargaining & Arbitration



Reilly J. Mitchell, Director
Retail & Delivery Tech Services



Mitch Perry-Cox IV
Manager, Technology Applications Services

Robbin L Nichols

Digitally signed by Robbin L
Nichols
Date: 2022.10.14 12:18:08 -05'00'

Robbin Nichols, Asst. Craft Director
Gateway District Area APWU Local 8



Brandan Kraft, IT/AS Steward
Gateway District Area APWU Local 8

TABLE OF CONTENTS

<u>Item</u>	<u>Description</u>	<u>Page</u>
A	Percentage of Employees on Leave	5
B	Formulation of Local Leave Program	5
C	Beginning Day of Employee Vacation Period	6
D	Vacation Selection	6
E	Jury Duty & Attendance at Union Conventions	7
F	Notice of Approved Vacation Schedule	7
G	Procedure for Submission of Annual Leave for Other than Choice Vacation Period	7
H	Holiday Scheduling	8
I	Overtime Desired Lists	8
J	Employee Parking	9
K	Annual Leave: Union Activities	9
L	Guidelines for the Curtailment or Termination of Operations	9
M	Method for Requesting Light Duty	10
N	Flextime	10
O	Location of Union Office Space	12

A. DETERMINATION ON A PERCENTAGE BASIS AS TO THE NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD. (See *Technology Application – Incidental Annual Leave and Choice Vacation for Programmers MOU*).

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 in the **Accounting Services**, a minimum of **19%** 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.

St. Louis Technology Applications. See **Technology Applications – Incidental Annual Leave and Choice Vacation for Programmers MOU** in **IT/AS National Agreement**. **Technology Applications follows national MOU.**

B. FORMULATION OF LOCAL LEAVE PROGRAM. (See *Technology Application – Incidental Annual Leave and Choice Vacation for Programmers MOU*.)

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 in Article 10, Section 3.C of the National Agreement which states: **“The choice vacation period application submission period will start no later than October 31 of the preceding year and end no later than day 14 of pay period 26.”**

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.

C. 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.

D. 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 **or by electronic mail** 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 **or is unavailable while at work** during his/her selection period, the supervisor will make a reasonable attempt to contact the employee to determine his/her 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. **The union will be given the opportunity to contact the employee prior to the employee being passed over.**

E. 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.

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

A notice shall be posted **physically and electronically** 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. Cancellation of vacation periods may be done in week increments or by individual days. To cancel any portion of a vacation period, the employee will provide PS Form 3971 to their immediate supervisor, identifying the specific days and dates they wish to cancel in the remarks section. The cancellation notice must be provided to the supervisor no less than five (5) business days prior to the beginning of the leave period.

G. 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 PS 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 three (3) 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.

Employees requesting annual leave 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. The employee will submit their request on a PS Form 3971 to their immediate supervisor and the request will be responded to as expeditiously as possible.

St. Louis Technology Applications. See Technology Applications – Incidental Annual Leave and Choice Vacation for Programmers MOU in IT/AS National Agreement. Technology Applications follows national MOU.

H. 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 **pay location** where the work is to be performed. 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 **pay location** where the work is performed. 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 posting. Such posting 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.

I. WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY PAY LOCATION.

The overtime desired list shall be published **physically and electronically** by pay location with a copy of the “O.T.D. List” submitted to the Union.

Volunteers should be solicited from other **St. Louis Accounting Service Center pay locations** at the discretion of management before requiring mandatory overtime for Non-O.T.D.L. employees within the **pay location**; provided no Non-O.T.D.L. employees work more than ten (10) consecutive hours.

Pecking Order for the **St. Louis Accounting Service Center** will be as follows:

1. Employees within the **pay location** with the necessary skills whose names appear on the OTDL.
2. Volunteer Non-O.T.D.L. employees with the necessary skills within the **pay location**.
3. Volunteer O.T.D.L. employees with the necessary skills outside of the **pay location** but within the **St. Louis ASC**.
4. Volunteer Non-O.T.D.L. employees with the necessary skills from outside of the **pay location** but within the **St. Louis ASC**.
5. Non-Volunteer, Non-O.T.D.L. employees with the necessary skills within the **pay location** in accordance with Article 8.05.E of the National Agreement.

J. 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.

K. 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.

L. 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.

M. 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.

N. GUIDELINES FOR IMPLEMENTATION OF A FLEXTIME PROGRAM.

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 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 who opt out of the Flextime Program will return to their fixed permanent bid assignment and will not be eligible to opt back into the Flextime program for three (3) months. The request to opt in or out will be effective the pay period following receipt of the employee's request. Employees that have opted out may be able to opt back after the three (3) month waiting period by submitting a written request to their respective Supervisor.

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. **St. Louis Technology Applications** 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 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 workday 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 after 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.

O. 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 WORKDAY

NAME LEVEL TOUR DATE

HOLIDAY OR DESIGNATED HOLIDAY

NAME LEVEL TOUR DATE

NON-SCHEDULED DAY

NAME **LEVEL** **TOUR** **DATE**

SECTION SUPERVISOR/MANAGER: _____

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

Jan-Mar

Apr-Jun

Jul-Sep

Oct-Dec

PERIOD:

CENTER:

ORGANIZATIONAL ELEMENT/SECTION:

EMPLOYEE'S NAME

YES NO INITIAL

NO

INITIAL

DATE

SECTION SUPERVISOR/MANAGER: _____

DATE POSTED:

ATTACHMENT II