

AVON, CO

Local Memorandum of Understanding

Between

United States Postal Service

and

***Western Colorado Area Local
American Postal Workers Union AFL-CIO***



November 21, 1998 - November 20, 2000

ARTICLE 8 HOURS OF WORK

Section 1. Overtime Assignments

- A. The overtime desired list shall be posted by major tour with the following sections as referenced in Article 12 of this agreement. Employees signing the list shall be assigned to the tour in which the major portion of their scheduled work hours are worked.
- B. The list shall be arranged by seniority after completion and a copy furnished to each steward.
- C. When overtime is required, craft employees shall be individually notified of the amount of overtime required. Such notice shall be given at least one (1) hour prior to end of tour, whenever possible.

Section 2. Exchange of Information

- A. Every effort shall be made to provide for a mutual exchange of information, ideas, and views between the employer and the union with regard to any permanent change in the work week, including change in daily work hours, for individual assignments, a group of assignments, or all assignments in the work shift.

Section 3. Wash-up Time

- A. The employer agrees to abide by the National Agreement, Article 8, Section 9. All employees will be given reasonable and necessary wash-up time immediately prior to lunch and end of tour.

ARTICLE 10 LEAVE

Section 1. Choice and Non-Choice Vacation Periods

A. Choice Vacation Period

The Choice Vacation Period shall begin January 1" and extend through the last full week in November plus the week between Christmas and New Years.

B. Non-Choice Vacation Period

Vacation during the month of December (excluding the week between Christmas and New Years) will be at the discretion of the immediate supervisor and the needs of the United States Postal Service.

Section 2. Vacation Planning

A. Clerk Craft

- 1. The employer and the union shall consult in January of each year to determine the categories and the number of employees in each designated facility to be granted annual leave at one time during the Choice Vacation Period.
- 2. By January 1" of each convention year, the union shall notify the employer of days to be reserved for delegates of the Local APV@U who will be attending the National Convention. These days shall not exceed the allowed leave quota.
- 3. For delegates attending the State Convention, the employer will reserve Thursday - Sunday for the convention week on the Choice Vacation Chart. The number of delegates shall not exceed the allowed leave quota.
- 4. Delegates shall not have leave to attend State or National Conventions charged to their vacation selections.

B. Maintenance Craft

In the Maintenance Craft, only one employee per classification shall be granted annual leave during the Choice Vacation Period.

Section 3. Bidding Requirements

A. Choice Vacation Period

During the choice vacation period 15% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time.

B. Non-Choice Vacation Period

During the Non-Choice Vacation Period, the immediate supervisor may approve requests for annual leave at his discretion.

Section 4. Bidding Procedure

A. Management Requirements

1. The leave chart for the Choice Vacation Period shall be posted in each designated facility and kept up to date by the employer.
2. Bidding for Choice Vacation Period leave shall begin in November and shall be completed by the last working day of December.
3. The employer in each designated facility shall call employees, in order of seniority, to view the chart, which shall show all periods available for bid. Employees will be furnished Form 3971 on which they will fill out their vacation preference. The form will be provided in duplicate with the seniority number in the upper right hand corner. The employee will receive the duplicate copy of the 3971 indicating approval of their leave choice. The supervisor shall immediately enter that employee's selection upon the leave chart.
4. Employees on leave at the time of their selection shall be notified by the employer of the time that their selection may be submitted.
5. Employees who are non-scheduled when it is their turn for selection may make a selection by phone. Such bidding must be accompanied by a completed 3971 filled out on their next scheduled work day.

B. Employee Requirements

1. Bidding and awarding of annual leave during the Choice Vacation Period shall be by designated facility seniority.
2. Employees may not bid leave in excess to that which will be available to them by the end of their vacation. Employees who do not have a sufficient leave balance for periods signed up for shall have the selection canceled. Periods so canceled shall be posted for bid immediately as per Section 5.
3. Employees' vacation periods shall begin on the start of the employee's basic work week. Full time regular employees' basic work week will begin on their first scheduled work day after the employee's second non-scheduled work day. The basic work week for part time flexible employees will start on Saturday and end on Friday.
4. The employee retains the inherent right to waive the right to bid leave during the bidding process. If an employee does not make a selection at that time, when he does select, the selection shall be made from the periods available.

C. First Round of Bidding

1. All available weeks of Choice Vacation Period leave shall be open for bid. No weeks will be reserved for occasional leave.
2. Employees shall be granted up to ten (10) days or fifteen (15) days of continuous annual leave according to the employee's yearly annual leave earnings. Employees may make two selections, at their options, in units of either five (5) or ten (10) days during the Choice Period.

D. Second Round of Bidding

1. All weeks still available on the Choice Vacation Period chart in each designated facility, shall be open for bid in units of whole weeks only.
2. Bidding shall be by designated facility seniority, as far as practical, for remaining periods.
3. At the conclusion of round two, the leave chart shall be finalized except for uncommitted weeks and the occasional leave.

E. Uncommitted Leave Procedures

1. Full weeks remaining available after the conclusion of round two shall be available for employees at each designated facility at any time provided that skill and category restrictions are maintained. In case of a tie, seniority shall prevail.
2. Uncommitted leave must be bid in 40 hour increments. Leave must be requested over 30 days prior to the start of the vacation period requested. In case of a tie, seniority will prevail.

F. Occasional Leave

1. After the first round of bidding, an occasional leave chart shall be posted for each designated facility. Employees may not bid occasional leave in advance of 33 days prior to the date requested. Bids shall be first come first served. In case of a tie, seniority shall prevail.
2. Occasional leave must be requested in 8 hour increments. No request for less than one whole day will be considered.
3. Employees shall give 24 hours minimum notice when signing up for available occasional leave. Requests should be consistent with the bidding restrictions.

H. Leave Requests

Upon receipt of a request for uncommitted or occasional leave, the supervisor shall determine the senior person requesting leave, ascertain the availability of the leave requested, enter the employee's name on the Vacation Chart and sign the 3971 approving the leave.

Section 5. Cancellation Procedures

- A. Cancellation of scheduled annual leave should be submitted in writing to the immediate supervisor at least two weeks in advance of the scheduled leave.
- B. All canceled bids for annual leave shall be posted for bid at the designated facility every Tuesday by noon. Bids shall be accepted until 0800 Thursday of the same week. Results shall be posted by 1700 Thursday evening.
- C. Vacated annual leave shall be bid and assigned first to the senior employee in the craft who is junior to the vacating employee and hence through the seniority roster and back around to the vacating employee. Requesting employees must have the leave balance to cover all leave commitments.
- D. There shall be no mutual trades of leave. All canceled leave shall be posted in accordance with Section 5, "Cancellation Procedures".

Section 6. Emergency Leave

- A. Annual leave, except for emergency leave, must be approved in advance. In case of emergency, the employee must notify management as soon as possible as to the emergency situation and the duration of absence.
- B. Every effort shall be made to grant requests in the case of death or serious illness of any other relative or person with close personal ties.

Section 7. Jury Duty

A. The employer agrees to abide by the Article IO, Section 3,(F) of the National Agreement. Employees will not be required to use choice annual leave for jury duty.

ARTICLE 11 HOLIDAYS

Section 1. A holiday volunteer list shall be posted 14 days prior to the up-coming holiday requesting volunteers for Holiday work.

Section 2. In the selection of employees to work holidays under Article I 1, Section 6, of the National Agreement: the following order shall be followed:

- A. All casuals and part-time flexible employees to the extent possible even if payment of overtime is required.
- B. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- C. Full-time and part-time regular employees whose scheduled non-workday falls on the holiday and possess the necessary skills even though the payment of overtime is required.
- D. Full-time and part-time regulars who have not volunteered to work their holiday, by juniority.

ARTICLE 12 REASSIGNMENTS

Section 1. The following sections are established in the event it becomes necessary to reassign within an installation employees excess to the needs of a section:

- I . Tour 1 0000-0800
- 2. Tour 2 0800-1600
- 3. Tour 3 1600-0000
- 4. Maintenance, Special Delivery, and Motor Vehicle crafts shall constitute their own individual section.
- 5. Any stations or branches or subordinate units shall constitute their own individual section.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. Definition of Light Duty

A. Light duty assignments are defined as any available work which the employee is physically able to perform as determined by a licensed physician or chiropractor.

Section 2. Establishment of Light Duty Assignments

- A. Light duty assignments will be made on an individual basis consistent with medical restrictions.

Section 3. Assignment within Tour and Craft or Across Craft Lines

A. Establishment of light duty assignments shall be accomplished through consultation between the representatives of the crafts involved and the employer.

ARTICLE 14 SAFETY AND HEALTH

Section 1. As determined by the employer, or upon notice by competent local authority, as emergency conditions occur, the employer shall promptly take corrective action to protect the safety and well-being of all employees by evacuating the facility or releasing employees from duties as appropriate.

Section 2. Local competent authority is defined as local officials responsible for community safety.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Meetings

- A. The parties to this agreement shall meet each calendar quarter. The time to be mutually agreed upon.
- B. Additional meetings may be called by mutual agreement if requested by either party.
- C. Agenda items shall be exchanged by the parties at least 48 hours before the scheduled meeting. Items not on the agenda may be discussed only by mutual consent.
- D. The number of employees who may attend the meeting shall be equal for both parties and shall not exceed three (3).
- E. Minutes shall be kept by management and shall be reviewed, corrected and signed by both parties. A copy shall be posted on the official bulletin board.
- F. Agenda items agreed upon which require management action shall be acted upon as soon as possible but no later than 30 days.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

A. All parking at the Main Post Office, as well as all parking at all other facilities shall be on a **first come first** served basis.

ARTICLE 22 BULLETIN BOARDS

The employer shall provide the union with one bulletin board for its exclusive use at each installation, branch, or station.

ARTICLE 37 CLERK CRAFT

Section 1. Seniority

A. The employer shall post and furnish a copy of the posted seniority list to the union on a quarterly basis. This shall be done during the first week of a quarter.

Section 2. Posting

- A. The following conditions shall require posting of a position.
 - 1. A 50% or more change in the primary duty assignment or principal assignment area.

2. A permanent change of more than one hour from the posted reporting time.

Section 3. Posting Procedures

- A. The posting period shall be 10 days.
- B. Employees wishing to bid for a posted vacancy shall submit a bid card 1717 in the appropriate bid box by the bid closing date. Late bids will not be honored.
- C. Bids will be opened and verified by the employer in the presence of a steward.
- D. Successful bidders shall be placed into the position no later than 14 days after the announcement of the successful bidder.
- E. The employer agrees to assign fixed days off, consecutive when possible, to full time duty assignments.

ARTICLE 38 MAINTENANCE CRAFT

Section 1. Selection Methods

- A. The employer will maintain preferred assignment and promotion eligibility registers.
- B. Newly established or vacant craft duty shall be filled by senior employees on the appropriate register.

Section 2. Posting

A. Jobs will be reposted by notice of intent if there is a permanent change of more than two (2) hours in reporting time and/or there is a 50% or more change in the principle assignment area or duties.

ARTICLE 39 & 40 MOTOR VEHICLE AND SPECIAL DELIVERY CRAFTS

When positions in these crafts are established, the employer and the union will meet to negotiate these items as appropriate.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into on April 14,2000 at AVON, Colorado between representatives of the AVON Post Office and the Western Colorado Area Local, American Postal Workers Union, signatory to the National Agreement pursuant to the local implementation procedures of the 2000 National Agreement This MEMORANDUM OF UNDERSTANDING constituting the entire agreement of matters relating to local conditions of employment

UNION RECOGNITION

The employer recognizes the Western Colorado Area Local of the APV.TU, AFL-CIO as the exclusive bargaining representative for all employees in the Clerk, Maintenance Motor Vehicle, and Special Delivery Messenger craft bargaining units for which each has been certified and recognized at the National Level.

SEPARABILITY AND DURATION

The term of this MEMORANDUM OF UNDERSTANDING shall be effective on signature by the employer and the union and shall remain in full force and effect to and including 12 o clock, midnight, November 20,2003, and for such a period as the National Agreement may be extended.

Should any item of this Local Implementation be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction or invalidation through Regional and/or National action, such invalidation of such part or provisions shall not invalidate the remaining provisions of the Local Implementation, and they shall remain in full force and effect.

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