

CLIFTON, CO

Local Memorandum of Understanding

Between

United States Postal Service

and

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



November 21, 2000 - November 20, 2003

ARTICLE 8 HOURS OF WORK

Section 1. Overtime Assignments

- A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list
- B. The list shall be arranged by seniority and posted
- C. When overtime is required, craft employees shall be individually notified as soon as the need for overtime is known by management.

Section 2. Exchange of Information

A. When possible 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.

ARTICLE 10 LEAVE

Section 1. Choice and Non-Choice Vacation Periods

A. Choice Vacation Period

The Choice Vacation Period shall begin the third full week in January and extend through the last full week of November.

Section 3. Bidding Requirements

A. Choice Vacation Period

During the choice vacation period 18% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time.

Section 4. Bidding Procedure

- A. The leave chart for Choice Vacation will be posted and kept up to date by employer.
- B. Bidding for the Choice Period will begin in December. Each regular work force employee will have 3 calendar days to make their bid. Bids will be made in order of office seniority. There will be two rounds of bidding for the Choice Period.
- C. Part-Time Flexible employees may use annual leave in proportion to the amount they earn. However, bid days will be considered full days for calendar purposes.
- D. Bidding and awarding of annual leave during the Choice Vacation Period shall be by designated facility seniority.

- E. Employees may not bid leave in excess of 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.
- F. 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 employees first non-scheduled work day. The basic leave week for part time flexible employees will be Monday thru Sunday..

B. First Round of Bidding

- 1. All available weeks of Choice Vacation Period leave shall be open for bid.
- 2. Employees shall be granted up to ten (10) days or fifteen (15) days of continuous annual leave according to the employees 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.

C. 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, for remaining periods.
- 3. At the conclusion of round two, the leave chart shall be finalized for the Choice Vacation Period.

D. Uncommitted Leave Procedures

- 1. Full weeks remaining available after the conclusion of the Choice Vacation Period shall be available for employees. In case of a tie, seniority shall prevail.
- 2. Uncommitted leave must be bid in 8 hour increments.
- 3. Notice of leave shall be given no later than the Tuesday prior to the week in which the leave is requested..

E. Leave Requests

Upon receipt of a request for uncommitted 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 in accordance with the parameters in D above.

F. Additional Leave

All other leave in addition to A-E above shall be at the supervisor's discretion including part day leave.

Section 5. Jury Duty

- A. The employer agrees to abide by the Article 10, Section 3,(F) of the National Agreement.

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 11, 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 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. Light Duty Assignments

A. Local Management will abide by Article 13 of the National Agreement.

Section 2. Assignment Across Craft Lines

A. Establishment of these 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. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Meetings

- A. Every effort shall be made to 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. 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.
- E. Agenda items agreed upon which require management action shall be acted upon as soon as possible but no later than 45 days.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

A. Parking spaces in excess of USPS needs 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. 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 another employee.
- 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, or rotating days off to full time duty assignments.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into on April 14, 2000 at Clifton, Colorado between representatives of the Clifton 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

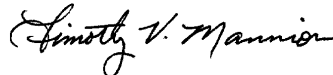
The employer recognizes the Western Colorado Area Local of the APWU, AFL-CIO as the exclusive bargaining representative for all employees in the Clerk, Maintenance Motor Vehicle, and Special Delivery Messenger craft bargaining units for which each has been certified and recognized at the National Level.

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

Tina Strauch
Postmaster
Clifton, CO 81520



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