

CRAIG, 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

Management will post a Clerk Craft overtime desired list.

Section 2. Exchange of Information

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

Section 3. Wash-up Time

- A. The employer agrees to abide by the National Agreement, Article 8, Section 9, in that the employer shall provide reasonable/necessary wash-up time for all clerk craft employees. This time will be determined by the employer on an individual basis and shall be as needed.
- B. Past practices shall continue.

Section 4. Work Week

- A. The employer agrees to assign rotating days off to all full-time duty assignments.
- B. The Clerk Craft employees service week shall be 12:01 A.M. Saturday through the following Friday Midnight.

Section 5. Breaks

- A. All employees working eight hours will be granted two 15 minute breaks.
- B. All employees working less than eight hours will be granted 15 minute breaks after two hours work and six hours work.

ARTICLE 10 LEAVE

Section 1. Choice Vacation Period

- A. The vacation year shall begin March 1, and end the last day of February of the following year.
- B. The Choice Period will include the 1st day of March through the week including November 30th, then again the period of Christmas Day through the last day of February.
- C. The maximum number of clerk craft employees who shall receive annual leave during the Choice period shall not exceed 25% of the Clerk complement, rounded to the nearest whole number, for the choice period of the week including June 1st through the week containing August 31st, the week of spring break as set by the local school board, the week containing thanksgiving, and the week of Christmas through New Years. All other periods of annual leave shall not exceed 15% of the clerk craft complement. Clerk Craft Leave Bidding will not be affected in any way by the number of carriers on leave. (.5 or > will be rounded up, < .5 shall be rounded down)
- D. Occasional leave being defined as scheduled leave of less than 5 days shall be approved on a first come first served basis. If more than one request is received on the same day for the same time period, seniority will be the determining factor. Bids for occasional leave will not be accepted in advance of 30 days. Employees non-scheduled days during occasional leave shall not count towards the number of clerks on annual leave.
- E. Uncommitted leave in 5 days increments may be bid up to the preceding Wednesday (12 noon) of the week desired, provided no occasional leave has been granted for that week.

- F. The vacation week shall be from Sunday 12:01 a.m. through the following Saturday Midnight, and shall include the employees non-scheduled days.
- G. Management and the Union will consult each January to insure the leave calendar is passed in a timely and proper manner.
- H. Leave requests -Upon Receipt of a request for uncommitted or occasional leave, the supervisor shall determine the senior person requesting leave, based on the standards established in paragraph D, ascertain the availability of the leave requested, enter the employee's name on the work room vacation calendar, sign the 3971 approving the leave and return a copy of the 3971 to the employee.

Section 2. Vacation Planning

- A. Annual Leave will be assigned on a Seniority Basis.
- B. Employees may not bid leave in excess to that which will be credited to them by the start of their vacation. Periods canceled shall be posted for bid immediately and awarded in accordance with Section #4.
- C. A leave chart shall be posted on the work room bulletin board and shall be kept up to date by the employer.
- D. The initial bidding process shall consist of (3) three different bidding periods 1. During the 1st period or choice period the employee earning 13 days annual leave, shall be granted up to (10) ten continuous days leave or the employees earning up to 20/26 days annual leave shall be granted up to (15) fifteen continuous days leave. 2. During the 2nd period employees shall be granted up to (15) fifteen days continuous leave, during the 3rd period the remainder of the employees annual leave shall be granted as requested for continuous time still available on the leave chart.

Section 3. Leave Bidding

- A. The bidding and awarding of annual leave shall be on a seniority basis.
- B. Bidding for annual leave shall begin on the 1st working day after Feb. 1st and shall be completed by the last working day of February.
- C. In the case of part-time flexible employees, earned time is agreed to mean leave credit on the time card prior to the end of the leave requested.
- D. Management shall allow employees to Bid Annual Leave in seniority order beginning with the #1 Senior clerk, employees shall have 24 hours to view vacation calendar, decide on Time Desired and enter their name on leave calendar.

Section 4. Cancellation Procedures

- A. Cancellation of whole weeks for bid annual leave should be submitted in writing to the Supervisor at least two (2) weeks in advance of the scheduled bid leave, and must be for the entire week. Occasional leave should be returned by the Wednesday of the week preceding the occasional leave.
- B. All canceled bids for bid annual leave shall be posted by Tuesday at noon and new bids accepted until 5 p.m. on Thursday of the week the cancellation is received. Results shall be posted by Friday noon of the same week. If no bids are received for the entire week, then at noon on Friday, the annual leave that was returned shall be opened up to bid as occasional leave.
- C. Cancellation of part of a week that was bid annual leave shall be allowed up to two times per-clerk in each bid leave year. Cancellation of part of a week must be received at least 30 days prior to but not more than 60 days before the start of the bid leave week being returned.

- D. All canceled days shall be posted for bid when the cancellation is received. The bid period for the canceled days shall be 5 days. Bid date and Seniority to prevail in cases of two or more clerks bidding for the same days.
- E. Mutual trades of leave shall be allowed between clerks if the following conditions are met; If all clerks who would be affected by seniority are willing to let the trade be made, and all trades must be approved through consultations between the installation head and the union.

Section 5. Emergency Leave

- A. Employees will be granted emergency leave when unforeseen events that are beyond the control of the employee Justify the absence of the employee from his/her duties.
- B. Employees shall be granted emergency leave in cases of death or serious illness in the immediate family. Immediate family shall be defined as grandparents, grandchildren, mother, father, sisters, brothers, children or spouse of either the employee or their spouse.
- C. Every effort shall be made to grant a request for leave in cases of death or serious illness of any other relative or person with close personal relationship.

Section 6. Jury Duty

- A. The employer agrees to abide by Article X, Section 3, (F) of the National Agreement. Employees called to Jury duty that falls during their vacation period, shall immediately notify the employer. At that time, the employee may vacate the scheduled leave which will be reposted for bid. The employee may then make another selection from the available periods.
- B. The vacation calendar will set aside time periods for delegates to attend National, State, and Regional conventions. If these periods are not going to be used they will be posted and available for annual leave.

ARTICLE 11 HOLIDAYS

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

Section 2. In the selection of employees to work holidays under Article XI, Section 6, of the National 4 Agreement: the following order shall be followed

- A. All full-time and part-time regulars employees who possess the necessary skills and have volunteered to work their designated holiday.
- B. Part-time flexible employees to the extent possible even if payment of overtime is required.
- C. Full-time and part-time regular employees whose scheduled non-workday falls on the holiday and necessary skills even though the payment of overtime is required.
- D. All Casuals.
- E. 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. Definition of Light Duty

Light duty is duty provided to an employee injured off the job. It is also duty which can be performed by an ill or injured employee without creating a hazard to himself or other employees. Such assignments could include, but not be limited to, duties such as facing mail, canceling mail, registers, boxing mail, label making, CMU and primary letter distribution. The employer, the union and the employee shall confer on the assignment of light duty on an individual basis, consistent with medical restrictions.

Section 2. Requesting Light Duty

Employees request for light duty assignments must be submitted in writing and supported by a doctor's statement, stating the approximate time that the employee must remain in this status. Temporary assignments shall be for up to thirty (30) days with the possibility of extension. Extensions shall be accompanied by an up-dated doctor's certificate.

ARTICLE 14 SAFETY AND HEALTH

Section 1. Emergency Conditions

- A. Anytime the following conditions exist, but not limited there to, the postmaster will take appropriate action to insure the safety of all employees for the duration of the emergency: (1) an act of God, (2) any police action preventing employees from reaching work which does not arise out of any action on the part of the involved employees, (3) at any time the area is ordered to be evacuated by the Civil Authorities, (4) at any time the temperature inside the work area reaches 95 degrees or falls below 62 degrees.
- B. Bomb threats will be handled in accordance with Postal Publication 159 Chapter C.

ARTICLE 17 REPRESENTATION

Section 1. Labor-Management Meetings

- A. The Employer and the Union agrees to abide by Article 17 Section 5, of the National Agreement.
- B. The Employer and the Union agrees to meet at least once (1) each quarter to discuss, explore and consider matters of mutual concern.

ARTICLE 20 PARKING

The existing parking program will remain in effect, being on a first come first served basis.

ARTICLE 22 BULLETIN BOARD

- A. The Employer and the Union agrees to abide by the National Agreement.
- B. The Employer shall provide the Union with at least one (1) bulletin board for the clerk craft employees exclusive use.

ARTICLE 37 CLERK CRAFT

Section 1. Seniority

The employer shall post and furnish a copy of the posted seniority list to the union on a quarterly basis.

Section 2. Posting

The following conditions shall require posting of a position.

1. A change in the primary duty assignment.
2. A permanent change of more than one hour from posted reporting time.

Section 3. Posting

- A. The posting period shall be 5 days.
- B. Employees wishing to bid for a posted vacancy shall submit a bid card, Form 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 union steward.
- D. Successful bidders shall be placed into the position no later than 14 days after the announcement of the successful bidder.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into on March 24, 1999 at Craig, Colorado between representatives of the Craig 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 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 and Motor Vehicle 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 or 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

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE,
CRAIG POST OFFICE AND THE WESTERN COLORADO AREA LOCAL OF THE AMERICAN
POSTAL WORKERS UNION

Rick Ryan
Postmaster
Craig, CO

Lloyd M. Rollins
APWU Steward and Area Coordinator
Western Colorado Area Local,
American Postal Workers Union AFL-CIO