

MONTROSE, 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. The overtime desired list shall be posted by major tour. 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.
- D. The pecking order for overtime at the Montrose Post Office shall be as follows:
 - 1. Overtime Desired List by seniority on a rotating basis within the confines of the National Agreement.
 - 2. Part time flexible employees by seniority (PTFs may be used on regular overtime prior to the assignment of penalty overtime).
 - 3. Transitional employees by seniority.
 - 4. Casual employees (equitably)
 - 5. Non ODL Full time regular employees by juniority only after assigning and eventually working ODL employees 12 hours for the day .
 - 5. In office career employees from other crafts honoring the other craft's ODL.
 - 6. Career employees from other offices.

Section 2. Exchange of Information

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. The employer shall provide reasonable/necessary wash-up time for all bargaining unit employees. This time will be determined on an individual basis and shall be provided as needed.
- B. Past practices shall continue.

ARTICLE 10 LEAVE

Section 1. Choice and Non-Choice Vacation Periods

A. Choice Vacation Period The Choice Vacation Period shall begin the last full week of May and extend through the first full week in September plus the weeks of Spring Break, Fourth of July, Thanksgiving, and the week between Christmas and New Years.

B. Non-Choice Vacation Period The Non-Choice Vacation Period shall begin on January 1st and run through the last full week in November, excluding the Choice Vacation Period.

Section 2. Vacation Planning

A. Clerk Craft

1. The employer and the union shall consult in December 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. The union shall notify the employer of days to be reserved for delegates of the Local APWU 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 Periods, 20% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time. During the weeks of Spring Break, Fourth of July, Thanksgiving, and the week between Christmas and New Years, 25% (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, 16% (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. 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 December 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 Monday and end on Sunday.
4. Each employee will have two working days to make their vacation selection. 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.
5. Part-Time flexible employees may use annual leave in an amount equal to the amount earned based on the workhours of the previous quarter. PTF's shall be granted at least 7 days when bidding a week of annual leave.

C. 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 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.

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. 60 days prior to the week still available, requests for less than full week increments may be turned in. Leave requested must be taken in a full day minimum up to and including the full week. In case of a tie, seniority will prevail.
3. Employees should submit for uncommitted leave by Tuesday of the week preceding. Employees shall give 24 hours minimum notice when signing up for available uncommitted leave. Leave requests submitted less than 24 hours prior shall be at the supervisors discretion to approve.

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 employees name on the Vacation Chart and sign the 3971 approving the leave. Request for leave will be made on PS Form 3971, in duplicate. The supervisor will note the date of receipt on the PS Form 3971 and will return a copy to the employee. The supervisor shall have 48 hours to act upon the request, failure to notify the employee of a determination shall constitute approval of the requested 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. Annual leave which was bid in full week increments must be canceled in full week increments. If two weeks notice is not given, then the employee vacating the annual leave shall be prohibited from bidding any portion of the vacated week(s) as occasional 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 Friday of the same week. Results shall be posted by Friday noon.
- 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. Mutual trades of leave shall be allowed between employees if the following conditions are met: if all employees who would be affected by seniority are willing to let the trade be made. All trades must be approved through consultation between the employer and the union.

Section 6. Emergency Leave

- A. Employees may be granted emergency leave when unforeseen events that are beyond the control of the employee justify the absence of the employee.
- B. Employees may be granted emergency leave in cases of death or serious illness in the immediate family. Immediate family shall be defined as: mother, father, brothers, sisters of the employee or spouse; wife, husband or children of the employee. Every effort shall be made to grant requests in case of death or serious illness of any other relative or person with close personal ties.

Section 7. Jury Duty

The employer agrees to abide by the Article 10, Section 3,(F) of the National Agreement Employees called to jury duty that falls during their choice vacation period, shall immediately notify the employer. At that time, the employee may then make another selection from the available periods.

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.

Section 3. Non-scheduled day and holidays are to be included in the employees vacation period.

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:

1. 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.

Section 3. A reasonable effort shall be made to maintain temperatures within the guidelines recommended by official publication (MS-1, Postal Bulletin etc.) as long as the corrections are within the authority of the employer.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Meetings

- A. Meetings may be called by mutual agreement if requested by either party.
- B. 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.
- C. The number of employees who may attend the meeting shall be equal for both parties and shall not exceed three (3).
- 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 30 days.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

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.

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. This shall be done the first week of a quarter.

Section 2. Posting

A. 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 Procedures

- A. The posting period shall be 5 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. Installation seniority, by craft, shall prevail in all cases.
- F. The employer agrees to assign fixed days off, consecutive when possible, or rotating days off 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 MOTOR VEHICLE CRAFT

When positions in this craft 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 Montrose, Colorado between representatives of the Montrose 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

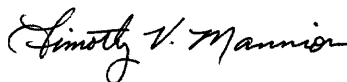
The employer recognizes the Western Colorado Area Local of the APWU, AFL-CIO as the exclusive bargaining representative for all employees in the Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger craft-aft bargaining units for which each has been certified and recognized at the National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