

# **OLATHE, 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 after completion a copy furnished to each steward or in the absence of a steward sent to the Western Colorado Area Local at P.O. Box 4009 Grand Jct., Colo.81502.
- 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 the 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 a reasonable wash-up time immediately prior to lunch and the end of their work-day.

## **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 extent through the second full week of December plus the week between Christmas and New Years Day.

### ***Section 2. Bidding Requirements***

#### **A. Choice Vacation Period**

During the choice vacation period only one employee will be allowed off at one time.

## **Section 3. Bidding**

### **A. Bidding Procedure**

1. The leave chart for Choice Vacation will be posted and kept up to date by employer.
2. 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.
3. During the first round of bidding employees may bid 10 or 15 days of continuous leave according to the employee's yearly annual leave earnings.
4. During the second round of the bidding all weeks in the Choice Period still available may be bid in whole weeks only
5. Part-Time Flexible employees may use annual leave in proportion to the amount they earn but no less than 4 hours per calendar day.
6. Bidding and awarding of annual leave during the Choice Vacation Period shall be by designated facility seniority.
7. 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.
8. Employees vacation periods shall begin on the start of the employee's basic work week. The employees basic work week will begin on their first scheduled work day after the employees first non-scheduled work day

### **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 except for uncommitted leave.

#### **D. 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 8 hour increments or Article 10 Section 4, A ,5 will apply.
3. Notice of uncommitted leave shall be given no later than the end of the previous day's shift.

#### **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 approving the leave.

#### **F. Additional Leave**

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

#### **Section 4. 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 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***

Management agrees to abide by Article 17 of the National Agreement.

## **ARTICLE 20 PARKING**

### ***Section 1. Assignment of Employee Parking***

A. All parking at the Main Post Office shall be on a first come first served basis except for Rural Carrier Parking.

## **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, consecutive when possible, or rotating days off to full time duty assignments.

## **MEMORANDUM OF UNDERSTANDING**

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

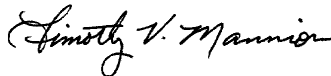
The employer recognizes the Western Colorado Area Local of the APWU, AFL-CIO as the exclusive bargaining representative for all employees in the Clerk, Maintenance Motor Vehicle, and Special Delivery Messenger craft bargaining units for which each has been certified and recognized at the National Level.

## **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

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Olathe, CO 81425



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