

# **CEDAREGE, 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 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. Wash-up Time***

A. When the employee performs dirty work or works with toxic material the employee will be allowed reasonable wash-up time not to exceed 3 minutes immediately prior to lunch.

## **ARTICLE 10 LEAVE**

### ***Section 1. Choice and Non-Choice Vacation Periods***

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

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

### ***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<sup>st</sup> of each convention year, 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 Calendar. 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**

See Article 38.

### ***Section 3. Bidding Requirements***

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

During the choice vacation period 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, the immediate supervisor may approve requests for annual leave at his discretion.

## **Section 4. Bidding Procedure**

### **A. Management Requirements**

1. The leave calendar for the Choice Vacation Period shall be posted 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 shall call employees, in order of seniority, to view the calendar 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. 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 calendar.
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 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.
3. Employees vacation periods shall begin on the start of the service week.
4. The employee retains the inherent right to waive the right to bid leave during the bidding process.

### **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 calendar, shall be open for bid in units of whole weeks only.
2. Bidding shall be by seniority, for remaining periods.
3. At the conclusion of round two, the leave calendar shall be finalized except for occasional leave.

### **E. Occasional Leave**

1. Occasional leave must be requested in 8 hour increments. No request for less than one whole day will be considered.
2. Employees shall give 24 hours minimum notice when signing up for available occasional leave.

## **F. Leave Requests**

Upon receipt of a request for 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 Calendar and sign the 3971 approving the leave.

## **G. Additional Leave**

Leave in addition to A through F, above shall be at the Supervisor or Postmaster's discretion.

### ***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. Vacated annual leave may 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.
- C. There shall be no mutual trades of leave.

### ***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 10, 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 work on their designated Holiday.

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. 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.

## **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 20 PARKING**

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

A. Any available parking at the Post Office, shall be on a first come first served basis.

## **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 another employee.
- D. Successful bidders shall be placed into the position no later than 7 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**

In the event this office becomes a maintenance capable office (PS-5 and above), 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 Cedaredge, Colorado between representatives of the Cedaredge 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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