

CORTEZ, CO

Local Memorandum of Understanding

Between

United States Postal Service

and

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



November 21, 1998 - November 20, 2000

ARTICLE 8 HOURS OF WORK

Section 1. Overtime Assignments

- A. All regular employees shall be verbally notified by a supervisor anytime the employee is required to work overtime.
- B. Employees required to work overtime, not on the overtime desired list, should be notified one (1) hour in advance or one (1) hour before the end of the work day, whichever comes first.

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. Employees who perform dirty work or work with toxic materials shall be given a reasonable time, not to exceed 5 minutes, to wash up immediately before their lunch break and before the end of their work day.

ARTICLE 10 LEAVE

Section 1. Choice Vacation Period

The Choice Vacation Period shall begin the first full week in February and extend through the last full week in November.

Section 2. Vacation Planning

A. Clerk Craft

- 1. The employer and the union shall consult in December of each year to determine the number of employees to be granted annual leave at, one time during the Choice Vacation Period.
- 2. Sufficient leave shall be granted to allow delegates to attend State and National Conventions of the APWU. Such leave shall not be considered as part of the choice period.

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 period a maximum of 14%, but not less than one, (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time. During the vacation period from the last full week in May through the first full week in September, and the week between Christmas and New Years, a maximum of 17%, but not less than two, (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time.

B. Non-Choice and Uncommitted Vacation Period

Annual leave during the non-choice and uncommitted vacation periods shall be granted on a first come, first served basis by date of submission. In case more than one employee submits a request on the same day for leave during the same period, seniority shall prevail.

Section 4. Bidding Procedure

A. Management Requirements

1. The leave chart for the Choice Vacation Period shall be posted and kept up to date in a glass enclosed bulletin board, which must be maintained under lock and key by management.
2. Annual leave shall be granted to employees on a seniority basis during the choice period.

B. Employee Requirements

1. Each employee shall request annual leave by submitting a request on PS Form 3971, in duplicate, the second copy to be returned to the employee denoting approval or disapproval by the supervisor.
2. Employees will have three calendar days to indicate their vacation preference in the choice vacation period: If they fail to indicate their preference in the allotted time, they will forfeit their selection on that particular round. Upon completion of the vacation schedule, the duplicate copy of the vacation request slip shall be returned to the employee indicating approval or disapproval.
3. 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.
4. Employees vacation periods shall begin on Monday.

C. First Round of Bidding

1. All available weeks of Choice Vacation Period leave shall be open for bid.
2. Employees shall bid for full weeks only, up to 3 weeks, beginning December 1 and ending no later than December 31.

D. Second Round of Bidding

1. All weeks still available on the Choice Vacation Period chart shall be open for bid in units of whole weeks only.
2. At the conclusion of round two, the leave-chart shall be finalized except for uncommitted weeks.

E. Uncommitted Leave Procedures

1. Full weeks remaining available after the conclusion of round two shall be available for employees.
2. 30 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. At the conclusion of the two rounds of bidding, annual leave in excess of the 14% shall be at management's discretion.

F. 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 employee's name on the Vacation Chart and sign the 3971 approving or disapproving the 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.
- B. 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.

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.

Section 7. Jury Duty

A. Any employee covered by this agreement who is called for jury duty during his/her scheduled choice vacation period shall be eligible for another choice period

ARTICLE 11 HOLIDAYS

Section 1. 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 12 PRINCIPALS OF SENIORITY, POSTING AND REASSIGNMENTS

Section 1. The employer shall post and furnish a copy of the seniority list to the union on a semi-annual basis.

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.

Section 2. Local competent authority is defined as local officials responsible for community safety.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Meetings

- A. The installation head or his designee shall meet with representatives of the APWU at least once each quarter or when requested by either party, except for the month of December.
- B. The union official(s) and management official(s) shall discuss any matters of mutual concern in private. Discussions shall not be discontinued until both parties have expended a reasonable amount of time to resolve the problems; provided neither party shall attempt to change or vary the terms of the local or National Agreements.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

Employee parking spaces shall be assigned on a seniority basis as determined by discussion between the Postmaster and the President of the Union. One (1) space for the Postmaster. One (1) space for the SPO, with one-half the remainder to the clerk craft.

ARTICLE. 37 CLERK CRAFT

Section 1. Posting

- A. The following conditions shall require posting of a position.
 - 1. The addition or deletion of a scheme.
 - 2. A permanent change of more than two hours from posted reporting time. Should the reporting time be changed by more than two (2) hours from the original starting time but not more than three (3) hours, the incumbent shall have the right to accept or reject this new time at his/her option. If the employee rejects the new reporting time, the job shall be re-posted for bid.

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 or designee.
- 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. All present full time regular work assignments shall consist of five (5) consecutive work days with two (2) fixed consecutive days off to the extent possible.

ARTICLE 38 MAINTENANCE 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, 1999 at Cortez, Colorado between representatives of the Cortez 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 1998 National Agreement. This Memorandum OF UNDERSTANDING constituting the entire agreement of matters relating to local conditions of employment.

UNION RECOGNITION

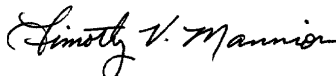
The employer recognizes the Western Colorado Area Local of the APWU, AFL-CIO as the exclusive bargaining representative for all employees in the Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger craft bargaining units for which each has been certified and recognized at the National Level.

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 20,2000 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.

Shelly Rullestad
Postmaster
Cortez, CO 81321


Timothy V. Mannion
President
Western Colorado Area Local,
American Postal Workers Union AFL-CIO