

DELTA, 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

A. When overtime is required, craft employees shall be individually notified of the approximate amount of overtime required. Such notice shall be given at least one (1) hour prior to the end of tour, whenever possible. If less than one hours notice is given, employees shall be granted immediate access to the telephone.

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 shall provide 3 minutes wash-up time for all bargaining unit employees prior to lunch and 3 minutes wash-up prior to the end of the tour.

ARTICLE 10 LEAVE

Section 1. Choice and Non-Choice Vacation Periods

A. Choice Vacation Period The Choice Vacation Period shall begin January 1st and extend through the last full week of November.

Section 2. Vacation Planning

A. Delegates shall not have leave to attend State or National Conventions charged to their vacation selections. Attendance at Union Functions shall be charged to the choice vacation period. The leave for Union functions shall be blocked off to insure delegates may be granted leave in accordance with Article 24 Section 2(B) of the National Agreement.

Section 3. Bidding Requirements

A. Choice Vacation Period.

During the Choice Vacation Period, 18% (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 chart for the Choice Vacation Period shall be posted in each designated facility and kept up to date by the employer.
2. Bidding for the Vacation leave shall begin December 1st and shall be completed by the last working day of December.
3. 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 enter that employee's selection upon the leave chart.
4. 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. Periods so canceled shall be posted for bid within one working day.
3. The beginning of the employee's vacation shall be at the option of the employee.

C. Uncommitted Leave Procedures

1. Uncommitted or occasional leave may be applied for at any time.
2. Requests for uncommitted or occasional leave shall be submitted no later than Tuesday of the work week preceding the first day of requested leave. Applications for annual leave submitted after the Tuesday deadline for the following work week shall be considered by management and approved or disapproved at the discretion of management.
3. 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 the leave.

Section 5. Cancellation Procedures

- A. Cancellation of scheduled annual leave should be submitted in writing to the immediate supervisor.
- B. All canceled bids for annual leave shall be posted for bid within one working day.
- C. Mutual trades of leave shall be allowed between employees. All trades must be approved in writing 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, brother, sister 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

A. The employer agrees to abide by 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. Volunteer List

A. A holiday volunteer list shall be posted not less than 14 days prior to the upcoming holiday requesting volunteers for Holiday work.

Section 2. Holiday Selection

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 qualified and 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. Emergency Conditions

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 Authority

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

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. 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.
- D. The number of employees who may attend the meeting shall be equal for both parties and shall not exceed two (2).
- F. Agenda items agreed upon which require action shall be acted upon as soon as possible but no later than 30 days or a mutually agreed upon time.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

- A. There shall be no assigned parking spaces.

ARTICLE 22 BULLETIN BOARDS

The employer shall provide the union with one bulletin board for its exclusive use at each installation.

ARTICLE 37 CLERK CRAFT

Section 1. Seniority

A. The employer shall post and furnish a copy of the posted seniority list to the union whenever a change occurs.

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. Installation seniority, by craft, shall prevail in all cases.
- C. Successful bidders shall be placed into the position no later than 14 days after the announcement of the successful bidder, except the month of December.
- D. The employer agrees to assign fixed days off, to full-time duty assignments.

ARTICLE 38 MAINTENANCE CRAFT

Section 1. Selection Methods

A. 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.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into on April 14, 2000, at Delta, Colorado between representatives of the Delta 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 1990 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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