

GLENWOOD SPRINGS, 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 lists shall be posted by major tour with the following sections as referenced in Article 12 of this agreement. Employees signing the lists shall be assigned to the tour in which the major portion of their scheduled work hours are worked.
 - 1. Distribution Clerk, Manual
 - 2. Customer Service Clerks
- B. There shall be one overtime desired lists for each tour and section, employees may state the following preferences:
 - 1. Employees wishing to work overtime on their non-scheduled days.
 - 2. Employees wishing to work overtime prior to their scheduled tour.
 - 3. Employees wishing to work overtime after their scheduled tour.Employees signing the overtime desired list(s) shall be maximized prior to requiring non-list employees to work overtime.
- C. The list shall be arranged by seniority after completion and a copy furnished to each steward.
- D. 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 the end of tour.

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. All employees will be given 2 minutes wash-up time immediately before their lunch begins. Any employee who does not take a lunch break and works at least 3 hours will be granted 2 minutes wash-up time immediately before 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 January 1st and extend through the last full week in November plus the week between Christmas and New Years.
- B. Non-Choice Vacation Period The Non-Choice Vacation Period shall include the month of December (excluding the week between Christmas and New Years).

Section 2. Vacation Planning

- A. Clerk Craft
 - 1. The employer and the union shall consult in November 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 November 1st 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 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 Period, 16% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time.
 1. 45% of full time window clerks (fractions rounded to the nearest whole number) 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 Vacation Periods shall be posted in each designated facility and kept up to date by the employer.
 2. Bidding for 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 form 3971 filled out on their next scheduled work day.
- B. Employee Requirements
 1. Bidding and awarding of annual leave during the Vacation Periods 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 the start of the employee's basic work week. Full time regular employees basic work week will begin on their first scheduled work day after the employees second non-scheduled work day. Employees with split or rotating non-scheduled daws may request a temporary change of schedule in conjunction with bid annual leave. Such request shall not be unreasonably denied. The basic work week for part time flexible employees will start on Saturday and end on Friday.
 4. 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 remaining periods available.
- C. First Round of Bidding

1. All available weeks of the Choice Vacation Period shall be open for bid. No weeks will be reserved for occasional leave.
 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.
 3. Part Time Flexible employees shall have the option of taking 40 hours of leave per leave week, or a proportion equal to the average number of hours they worked the prior year.
 4. At the conclusion of the first round, the last column on the leave chart for each designated facility shall be designated occasional leave. If that column was taken during round one, there will be no occasional leave available for that week. If the last column is still available for bid, the column will be reserved for occasional leave and restricted from bidding during round two.
- D. Second Round of Bidding
1. All weeks still available on the Vacation Chart in each designated facility, except for the occasional leave column, 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 except for uncommitted weeks and the occasional leave.
- 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 the skill and category restrictions are maintained. In case of a tie, seniority shall prevail.
 2. Uncommitted leave must be bid in whole week increments. Leave must be requested over 30 days prior to the start of the vacation period requested. In case of a tie, seniority will prevail.
- F. Occasional Leave
1. After the first round of bidding, an occasional leave chart shall be posted for each designated facility. Employees may not bid occasional leave in advance of 30 days prior to the date requested. Bids shall be first come first served. In case of a tie, seniority shall prevail.
 2. Occasional leave must be requested in 8 hour increments. No request for less than one whole day will be considered.
 3. Employees shall give 24 hours minimum notice when signing up for available occasional leave. Requests should be consistent with the bidding restrictions.
- G. 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 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 prior to the scheduled 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 Thursday of the same week. Results shall be posted by 1700 Thursday evening.
- 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. There shall be no mutual trades of leave. All canceled leave shall be posted in accordance with Section 5, 'Cancellation Procedures'.

Section 6. Emergency Leave

- A. Employees may be granted emergency annual leave or LWOP when unforeseen events that are beyond the control of the employee justify the absence of the employee.
- B. Employees may be granted emergency annual leave or LWOP 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 will not be required to use choice annual leave for jury duty.

ARTICLE 11 HOLIDAYS

Section 1. Volunteer List

A. A holiday volunteer list shall be posted 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 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Section 1. Sections

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 a. Distribution Clerk, Manual b. Customer Service Clerks
- 2. Tour 2 0800-1600 a. Distribution Clerk, Manual b. Customer Service Clerks
- 3. Tour 3 1600-0000 a. Distribution Clerk, Manual b. Customer Service Clerks
- 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. 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.

Section 3. Temperature

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. The parties to this agreement shall meet each calendar quarter. The time to be mutually agreed upon.
- B. Additional meetings may be called by mutual agreement if requested by either party.
- C. Agenda items shall be exchanged by the parties at least 403 hours before the scheduled meeting. Items not on the agenda may be discussed only by mutual consent.
- D. The number of employees who may attend the meeting shall be equal for both parties and shall not exceed three (3).
- E. 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.
- F. 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

A. 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, or station. These bulletin boards shall be lighted and be titled "American Postal Workers Union".

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 principle assignment area.
 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. A representative appointed by the Union shall be present whenever the bid box is opened. The bid box shall be a locked receptacle used exclusively for the acceptance of bids.
- 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, to full time duty assignments.

Section 4. Changes of Schedule

A. Request for changes of schedule should be submitted prior to Wednesday of the week proceeding the requested schedule change.

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 & 40 MOTOR VEHICLE AND SPECIAL DELIVERY CRAFTS

When positions in these crafts 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 Glenwood Springs Colorado between representatives of the Glenwood Springs 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.

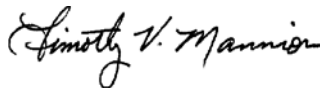
UNION RECOGNITION

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.



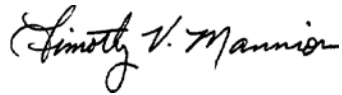
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MEMORANDUM OF UNDERSTANDING

The following issues were discussed and agreements reached which resulted in the APWU withdrawing proposals for the Glenwood Springs Local Memorandum of Understanding.

1. Management's current literature will be posted prominently without impediment of view.
2. Copies of job postings and policy changes will be provided to the local union.
3. Job postings will be readable and placed on the official bulletin board and also above the time clock.
4. Work schedules will be posted by Wednesday of a regular week and Tuesday of a holiday week.
5. Only 32 hours of leave are required to bid a week containing a holiday.
6. Notification of leave approval will occur in a timely manner.
7. Notice of overtime will be given to employees as soon as possible.



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