

ASPEN, 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 tour with the sections as referenced in Article 12 of this agreement.
- 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 the end of tour.
- D. The pecking order for overtime at the Aspen Post Office shall be as follows:
 - 1. Overtime Desired List by seniority on a rotating basis within the confines of the National Agreement.
 - 2. Part time flexible employees by seniority.
 - 3. Transitional employees by seniority.
 - 4. Casual employees (equitably)
 - 5. Non-ODL Full time regular employees by juniority only after assigning and eventually working ODL employees 12 hours for the day .
 - 6. In office career employees from other crafts honoring the other craft's ODL.
 - 7. Career employees from other offices.

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 workweek, 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.

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 of January and extend though the last full week in November.

B. Non-Choice Vacation Period

The Non-Choice Vacation Period shall be December.

Section 2. Vacation Planning

A. Clerk Craft

1. The employer and the union shall consult in January of each year to determine the number of employees in each facility to be granted annual leave at one time during the Choice Vacation Period.
2. As soon as possible 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 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 at any one time.

Section 3. Bidding Requirements

A. Choice Vacation Period.

1. During the Choice Vacation Period, one employee or 14% (fractions rounded to the nearest whole number) of the total clerk complement -whichever is greater- shall be granted annual leave at one time.
2. **The leave quota from the beginning of the 2nd pay period in April through the last full week in May shall be 14% (fractions rounded to the nearest whole number) of the total clerk compliment plus one.**

B. Incentive Leave Bonus

The non-choice vacation period (December 1 through December 31) will be available for bid only by those employees with accumulated incentive leave bonus days. During the month of December, 14% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time. Any other leave in the month of December remains at management's discretion in conjunction with the pre-requisites of LMOU article 10. Incentive leave at any other time of the year shall be granted relative to article 10 section 4 G.

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 Choice Vacation Period leave shall begin in November and shall be completed by the last working day of December for the subsequent year.
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 his or her 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 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 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 workweek. If the employee's basic work week differs from the Postal Service Week, the employee may request either a change of schedule or annual leave to assimilate the Postal Service Week for his vacation periods directly on the request for leave (P.S. Form 3971). Such employee requests shall not be unreasonably denied by management.
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 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 option, 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 Period Chart 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.

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 skill and category restrictions are maintained. In case of a tie, seniority shall prevail.
2. 33 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 shall prevail.
3. When requesting uncommitted leave, the employee shall make such requests using a PS 3971 form stating the day(s) and hours desired. The 3971 must be punched on the time clock to show the time of request. *Management* will answer such requests within 24 hours of the time punched on the 3971. If management fails to notify the employee with an approved or disapproved decision within 24 hours, the requested leave shall be granted to the employee by default. Leave requests made on Sundays or holidays will be answered within 48 hours of the time punched on the 3971, or the requested leave shall be granted to the employee by default. The employer will punch the

time of approval or denial on the 3971, and return the form to the employee's time card slot or give a copy to a union official. **If a supervisor is present at the time the employee submits a request for leave, the employee shall present the signed request (PS 3971) to any supervisor or the postmaster in the absence of a supervisor. The supervisor or postmaster must sign, date, and notate the time of receipt of the 3971 in the space entitled Signature of supervisor and date notified. The supervisor or postmaster will give the employee a copy of the signed 3971. Management must answer the request no later than 24 hours from the time he acknowledges receipt of the request or the leave shall be granted by default. All other aspects of E 3 shall prevail regarding this issue when a supervisor or the postmaster is not present.**

F. Bidding Restrictions

During the Choice Vacation Period, the following bidding restrictions shall apply:

1. Two clerks with fixed credits may be off at any one time. Clerks with fixed window credits who do not hold a bid position specially designating a window assignment (e.g. Specified days or hours assigned to window duties) shall not be subject to the fixed credit stipulation in the Local Memorandum Of Understanding at the Aspen Post Office regarding annual leave. (Article 10 section 4f).
2. One CMU clerk may be off at any one time.

G. Incentive Leave Bonus

1. If an employee does not take any unscheduled leave from November 1 through April 30 or from May 1 through October 31, management shall grant the employee his choice of any day off within the year. The day off shall be either annual leave or leave without pay at the employee's option. Each six (6) month period earns 1 day of leave. The employee must notify management of his intention to exercise his "Incentive Leave Bonus" day **or days** no later than the Wednesday before the week of the employees chosen day or days.
2. **Bonus Days must be used no later than 3 years from the end of the year earned.**

Section 5. Cancellation Procedures

- A. Cancellation of scheduled annual leave shall 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 Friday of the same week. Results shall be posted by Friday noon.
- 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. Mutual trades of leave shall be allowed between employees if the following conditions are met: If all employees who would be affected by seniority are willing to let the trade be made. All trades must be approved through consultation between the employer and the union.
- E. If an empty slot for any given choice vacation week exists, the clerks retaining the subsequent slots for that week may cancel their vacation after the two week prior notice stipulation in sub-section A of article 10 section 5. All other conditions pertaining to article 10 shall still prevail according to the local memorandum of understanding.

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. Family Medical Leave Act shall prevail in the aforementioned section (section 6B).

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. 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 and the EL 401, 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 who's 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 REASSIGNMENTS

Section 1. 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. Aspen
- 2. Snowmass Village
- 3. Clerk, Maintenance, Special Delivery, and Motor Vehicle Crafts shall constitute their own individual section.
- 4. 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 installation head.

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.

Section 3. 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 15 GRIEVANCE ARBITRATION PROCEDURE

In order to circumvent any misunderstanding regarding employee rights to 7020 time, Management and the APWU agree that upon an employee's request for 7020 time, management will inform the employee the approximate time during the shift 7020 time will be granted. Management and the APWU also mutually agree that the union steward, or the alternate steward in the steward's absence, will be notified within 20 minutes of the employee's request for 7020 time to arrange for said 7020 time.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Meetings

- A. Meeting 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. The number of personnel who may attend the meeting shall be equal for both parties and shall not exceed three (3) **for each party**.
- D. 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.
- E. 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. Management may reserve three (3) spaces for privately owned vehicles.
- B. All other 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.

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 change in the primary duty assignment.
 2. A permanent change of more than one hour from posted reporting **time except as stated in section 2 A. 3.**
 - 3 **An employee holding a duty assignment slated for reposting shall have the option to remain in the duty assignment if the only change is no more than 2 hours from the current reporting time. If the employee refuses to accept the more than one hour change as stipulated in Section 2.A.2 above, he may decline the assignment, and the assignment shall be posted as prescribed in the subsequent section.**

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 a steward.
- 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.

ARTICLE 38 MAINTENANCE CRAFT

Section 1. Selection Methods

- A. The employer will maintain preferred assignments 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 re-posted 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.

TRANSITIONAL WORK-FORCE

Prior to transitional employees being employed at the Aspen Post Office, the union and management shall meet to negotiate those items, which would be applicable at that time.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into on April 12, 2002 at Aspen Colorado between representatives of the Aspen 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.

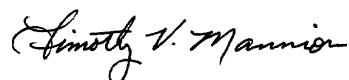
The union (APWU) shall provide the installation head with the results of any election in which union officials change by such election where pertinent to the office including the local stewards and step 2 designees.

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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