

DURANGO, 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 normally 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

A. The employer agrees to abide by the National Agreement, Article 8, Section 9. The employer shall provide reasonable and necessary time for wash-up for all bargaining unit employees prior to lunch and prior to the end of the tour.

ARTICLE 10 LEAVE

Section 1. Choice and Non-Choice Vacation Periods

- A. The Choice Vacation Period shall begin the first full week of May and extend through the last full week in September plus the weeks of Spring Break (as determined by the 9-R School District), Thanksgiving, and the week between Christmas and New Years.
- B. The Non-Choice Vacation Period shall begin on January 1st and run through the last full week in November, excluding the Choice Vacation Period.
- C. Annual leave shall be on the basis of seniority, and shall include LDC 69 employees.

Section 2. Vacation Planning

The beginning of the leave year shall be posted on all official bulletin boards.

- 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. 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 of 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 Periods, 12.5% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time. In addition, during the choice period one clerk above the 12.5% shall be granted annual leave.
- A. Non-Choice Vacation Period. During the Non-Choice Vacation Period, 13% (fractions rounded to the nearest whole number) of the total clerk complement shall be granted annual leave at one time.

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 an Annual Leave Bid Calendar Form on which they will fill out their vacation preference. 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.
 - B. 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 Annual Leave Bid Calendar Form filled out on their next scheduled work day.
 - 6. Requests for vacation periods shall be considered approved when posted on the vacation board. Employees must submit a 3971 prior to the start of their leave.
- 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 first scheduled workday following the employees non-scheduled days. Those employees with non scheduled days other than Saturday and Sunday will automatically incorporate in their bid, a request for a change of schedule to accommodate their annual leave bid (i.e., Saturday and Sunday before and after the annual leave bid to be non-scheduled).
 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 Vacation Periods shall be open for bid.
 - C. 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 Vacation Periods.

- D. Second Round of Bidding
 - 1. All weeks still available on the Vacation Chart in each designated facility, 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 the second round of bidding shall be available for employees at any time. 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.
- D. Employees shall give 24 hours minimum notice when signing up for available occasional leave. Requests should be consistent with the bidding restrictions.
- 4. Employees may not bid occasional leave in advance of six weeks prior to the date requested. Bids shall be first come, first served. In case of a tie, seniority shall prevail.
- E. 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. The supervisor shall have 48 hours to act upon the request; failure to notify the employee of a determination shall constitute approval of the requested 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. If two weeks notice is not given, then the employee vacating the annual leave shall be prohibited from bidding any portion of the vacated week(s) as occasional leave.
- B. All canceled bids for annual leave shall be posted for bid at the designated facility for five full days. Results shall be posted.
- F. 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 not be allowed between employees.

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 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. Weeks of occasional leave shall be considered as available.

ARTICLE 11 HOLIDAYS

Section 1. Volunteer List

- A. The holiday scheduling day shall be defined as the Tuesday prior to the week containing the Holiday.
- B. A holiday volunteer list shall be posted 14 consecutive days prior to the holiday scheduling day. All employees desiring to work their holiday or designated holiday shall place their names on the list no later than midnight of the Monday prior to the holiday scheduling day.

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 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.
- E. Part-time flexible employees may be excused by request provided non-volunteer employees are not required to work.

ARTICLE 12 PRINCIPLE OF SENIORITY, POSTING AND REASSIGNMENTS

Section 1. Seniority List

The employer shall post and furnish a copy of the seniority list to the union on a quarterly basis. This shall be done during the first week of a quarter.

Section 2. 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
- 2. Tour 2 0800-1600
- 3. Tour 3 1600-0000
- 4. Maintenance 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

Installation heads shall show the greatest consideration for full-time regular and part-time flexible employees requiring light duty assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. Where a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.

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. Breaks

Employees shall be allowed a ten (10) minutes break during the first part of an eight (8) hour tour and a fifteen (15) minute break during the second part of the tour. An additional (10) minute break will be added after nine (9) hours. Any change must be approved by immediate supervisor.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Meetings

- A. The parties to this agreement shall meet on the third Wednesday of the third month of each calendar quarter, unless the meeting date and/or week is changed by mutual agreement. 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 24 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 7 days.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

- A. Sufficient parking places will be allowed for Postal Service owned vehicles and one for each rural route. The Postmaster will be the only one with an assigned parking space. All other parking places will be on a first-come, first-served basis.
- B. Should the need arise for additional reserved parking places for official Postal Service business, APWU, NALC (if they so desire), and Handicapped (when needed). Management / Union officials will meet to discuss the matter.
- C. The Postmaster shall provide a securely anchored bicycle rack of adequate spaces.

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. Tour seniority shall be the determining factor in preferred duty assignments to the extent possible after considering skill requirements.

Section 2. Posting

- A. The following conditions shall require posting of a position:
 - 1. The addition or deletion of a scheme.
 - 2. The addition or deletion of a fixed credit.
 - 3. A 50% change in the primary duty assignment.
 - 4. A 50% change in the principle assignment area.
 - 5. 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. Employees of leave may fax their 1717 to Human Resources by bid closing time. 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 21 days after the announcement of the successful bidder.
- E. Installation seniority, by craft, shall prevail in all cases.
- F. The employer agrees to assign fixed days off, consecutive when possible, to full-time duty assignments.
- G. When absent employees have so requested in writing, stating their mailing address, a copy of any notice inviting bids from the Clerk Craft shall be mailed to them by the installation head.

Section 4. Re-ranked Duty Assignments

Local filling of up-graded positions shall be handled in accordance with Article 37 Section 3 of the National Agreement.

Section 5 Expedited Bidding

If used, expedited bidding precludes A, B, and C of section 3 above. Employees will be asked by management / union representative if they wish to bid on the job posted. Their answer will be marked upon a list of employees who are eligible to bid, answering yes or no. Management must initialize the date the offer to bid was given. Once an employee has answered, they may change their answer until the bidding is completed. Bidding is completed when the most senior employee submits a bid card if they desire. Employees may be contacted by phone. Employees may submit a bid card if they desire. If an employee fails to answer yes or no when asked by management / union representative, that failure will be taken as a no.

Employees may request a 24 hour delay for an answer; if an answer is not received after 24 hours, the employees will be considered as having answered no. If an employee cannot be contacted, bidding cannot be completed if they are senior to the one who has answered yes. If after ten days from posting of the bid, an employee has not been contacted, bidding will be completed.

The expedited bid cannot be used without the approval of the APWU steward.

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 assignments 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 May 21, 1999, at Durango Colorado between representatives of the Durango 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.

Patrick Kearney
Postmaster
Durango, CO
81301

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