

HAYDEN, 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. 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 2. Wash-up Time

1. The employer agrees to abide by the National Agreement, Article 8, Section 9. The employer shall provide reasonable/ necessary wash-up time for all bargaining unit employees. This time will be determined on an individual basis and shall be provided as needed

Section 3. A clerk overtime desired list shall be posted by management.

Section 4. All employees shall receive two (2) fifteen minute breaks per day.

ARTICLE 10 LEAVE

Section 1. Choice and Non-Choice Vacation Periods

A. Choice Vacation Period

The Choice Vacation Period shall begin the week containing Feb. 1st and extend through the week including Nov. 30th and the period from Christmas day through New Years day.

B. Non-Choice Vacation Period shall include December and January except the period of Christmas day through New Years day.

Section 2. Vacation Planning

- A. The maximum number of clerk craft employees who may be off at one time shall be 50%.
(Fractions rounded to the nearest whole number).
- B. In January of each year employees will be allowed to bid annual leave in order of their seniority.
- C. First round Bidding
 1. All available weeks of the 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.
- D. Second Round Bidding
 1. Employee's may bid all weeks still available in the Choice Vacation Period.
- E. Employees may not bid leave in excess to that which will be credited to them by the start of their vacation.
- F. Uncommitted Leave Procedures
 1. Time still available after the conclusion of round two shall be available for employees at any time. In case of a tie, seniority shall prevail.
 2. Request for uncommitted Leave shall not be accepted more than 30 days in advance.
 1. Request shall be submitted on form 3971 and approved by management by the following Wednesday.
- E. The vacation week shall be Sunday through Saturday.

Section 3. 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 brothers, sisters 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 4. Jury Duty

1. The employer agrees to abide by the 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 upcoming holiday requesting volunteers for holiday work.

Section 2. In the selection of employees to work holidays under Article XI, section 6, of the National Agreement: the following order shall be followed.

1. All full-time and part-time regulars who possess the necessary skills and have volunteered to work their designated holiday.
2. Part-time flexible employees to the extent possible even if the payment of overtime is required.
3. All full-time regulars whose non-workday falls on the holiday and they have signed the overtime desired list.
4. All Casuals.
5. All full-time regulars whose non-workday falls on the holiday and they possess the necessary skills.
6. 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

Light duty is duty provided to an employee injured off the job. It is also duty which can be performed by an ill or injured employee without creating a hazard to himself or other employees. Such assignments could include, but not be limited to, duties such as facing the mail, canceling mail, registers, boxing mail, label making, CMU and primary letter distribution. The employer, the union and the employee shall confer on assignment of light duty on an individual basis, consistent with medical restrictions.

Section 2. Requesting light duty

Employees request for light duty assignments must be submitted in writing and supported by a doctor's statement, stating the approximate time that the employee must remain in this status. Temporary assignments shall be up to (30) days with the possibility of extension. Extensions shall be accompanied by an up-dated doctor's certificate.

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 17 REPRESENTATION

Section 1. Labor Management Meetings

A. Meetings may be called by mutual agreement if requested by either party.

ARTICLE 20 PARKING

Section 1. Assignment of Employee Parking

Parking shall be on a first come first served basis.

ARTICLE 22 BULLETIN BOARDS

Section 1. The employer agrees to abide by Article 22 of the National Agreement.

Article 37 Clerk Craft

Section 1. Seniority

The employer shall post and furnish a copy of the posted seniority list to the union on a yearly basis or whenever seniority changes occur.

Section 2. Posting

The following conditions require posting of a position.

1. Change in the primary duty assignment.
2. A permanent change of more than one hour from posted reporting time.

Section 3. Posting

- A. The posting period shall be 5 days.
- B. Employees wishing to bid for a posted vacancy shall submit a bid card, Form 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 designated union employee.
- D. Successful bidders shall be placed into the position no later than 14 days after the announcement of the Successful bidder.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into on April 14, 1999 at Hayden, Colorado between representatives of the Hayden 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 1998-2000 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 Craft bargaining unit for which it 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 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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