

PAONIA, 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. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list
- B. The list shall be arranged by seniority and after completion a copy furnished to each steward or in the absence of a steward sent to the Western Colorado Area Local at P.O. Box 4009 Grand Jct., Colo. 81502.
- 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 end of the tour, whenever possible.

Section 2. Wash-up Time

- A. The employer agrees to abide by the National Agreement, Article 8, Section 9. All employees will be given a reasonable wash-up time not to exceed 2 minutes immediately prior to lunch and 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 the first full week in April and extent through the last full week of November plus the week between Christmas and New Years Day.

Section 2. Vacation Planning

A. Clerk Craft

1. The employer and the union shall consult in January 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 upcoming Choice Vacation Period.
2. Delegates shall not have leave to attend State or National Conventions, State Conventions or Regional Conference charged to their vacation selections.

Section 3. Bidding Requirements

A. Choice Vacation Period

During the choice vacation period 30% (fractions rounded to the nearest whole number .5 rounds up) 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 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 January and shall be completed by the last working day of January.
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 or other appropriate form agreed upon by the local 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 this form 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 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 of 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. The beginning day of the employees vacation shall be at the option of the employee.
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 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 employees 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.

D. Second Round of Bidding

1. All weeks still available on the Choice Vacation Period chart in each designated facility, shall be open for bid in units of whole weeks only.
2. Bidding shall be by designated facility seniority for remaining periods.
3. At the conclusion of round two, the leave chart shall be finalized except for uncommitted weeks.

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.

F. Occasional Leave

All leave in addition to A through E above shall be approved at the discretion of the Supervisor or Postmaster.

Section 5. Cancellation Procedures

- A. Cancellation of scheduled annual leave should be submitted in writing to the immediate supervisor at least one week in advance of the scheduled leave.
- B. 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.
- C. There shall be no mutual trades of leave. All canceled leave shall be posted in accordance with Section 5, "Cancellation Procedures".

Section 6. Jury Duty

- A. The employer agrees to abide by the Article 10, Section 3,(F) of the National Agreement.

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: 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 volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
- D. Full time and part time regular non volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority.

- E. Full time and part time regular employees 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 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 20 PARKING

Section 1. Assignment of Employee Parking

A. Parking spaces in excess of USPS needs shall be 1st come 1st served.

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 a copy of the seniority on a semi-annual basis. This shall be done during the first week of January and July.

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 principal assignment area.
 2. A permanent change of more than one hour from the posted reporting time.

Section 3. Posting Procedures

- A. The posting period shall be 30 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 21 days after the announcement of the successful bidder.
- E. The employer agrees to assign fixed days off, consecutive whenever practicable, to full time duty assignments.

MEMORANDUM OF UNDERSTANDING

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

Rich Meck
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