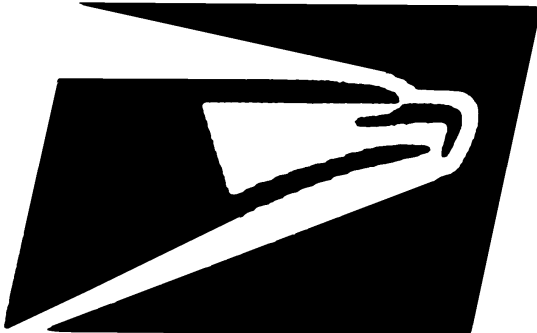


U.S.P.S.



Colorado Springs, P&DC

**LOCAL MEMORANDUM OF
UNDERSTANDING
FOR THE
COLORADO SPRINGS P&DC**

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 321

November 21, 2006 to November 20, 2011

(Printed on January 29, 2008)

Colorado Springs Local Memorandum of Understanding

TABLE OF CONTENTS

ITEM		PAGE
Item A	Additional or longer wash-up periods	4
Item B	Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.	4
Item C	Formulation of local leave program.	4
Item D	The duration of choice vacation period.	5
Item E	The determination of the beginning day of an employee's vacation period.	5
Item F	Whether employees at their option may request two Selections during the choice vacation period, in units of 5 (five) or 10 (ten) days.	6
Item G	Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.	6
Item H	Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.	6
Item I	The issuance of official notice to each employee of the vacation schedule approved for him/ her.	7
Item J	Determination of the date and means of notifying employees of the beginning of the new leave year.	7

Item K	The procedures for submission of applications for annual leave other than the choice vacation period.	7
Item L	Whether overtime desired lists in article 8 shall be by section and/ or tour.	7
Item M	The number of light duty assignments to be reserved for temporary or permanent light duty assignments.	8
Item N	Method to be used in reserving light-duty assignments so that no regularly assigned member of the regular work force is affected.	8
Item O	The identification of assignments that are to be considered light duty.	8
Item P	The identification of assignments comprising a section when it is proposed to reassign within an installation, employees excess to the needs of a section.	8
Item Q	The assignment of employee parking spaces.	8
Item R	The determination as to whether annual leave to attend union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.	9
Item S	Those other items which are subject to local negotiations as provided for in craft supplemental agreements.	9
Item T	Local implementation of this agreement relating to Seniority, reassignments and posting.	9
	Area/Regional Impasse Settlement	10

ITEM A

ADDITIONAL OR LONGER WASH-UP PERIODS

The Employer agrees to allow a reasonable amount of wash-up time not to exceed five (5) minutes before lunch and end of the tour. The Employer also agrees to allow a reasonable amount of wash-up time not to exceed ten (10) minutes for employees who come in contact with toxic materials. Mail Handlers will not normally be required to work beyond 2 (two) hours and 15 (fifteen) minutes without a rest or lunch break.

ITEM B

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

After a thorough review of local authority declarations of emergency conditions, Postal Authorities will take into consideration the advisement's of local civil authorities and the prevailing community response during the emergency situation. The National Emergency Hotline is 1-888-363-7462. Employees who have not reported for duty, but are required to report for duty, at the time the emergency arises, will follow the instructions given when calling the above listed phone number. Should the information provided be vague, ambiguous or irrelevant to the current emergency situation, the employee will then exercise reasonable diligence, coupled with available public information such as radio or TV, in determining whether or not reporting for work would conform to the orders of Local Authorities. The employee will make every reasonable effort to communicate with local management as soon as practicable.

ITEM C

FORMATION OF LOCAL LEAVE PROGRAM

- It shall be the responsibility of each employee to plan his or her vacation period in accordance with his/her desire within the procedure established in the Local and National Agreements.
- The installation head or his designee will meet with the Branch President of Colorado Springs Mail Handlers Union to review local service needs as soon after January 1 as practicable.
- There shall be no exchange of vacation periods by the employees.
- Bidding of the choice vacation periods will begin as soon as practicable after the installation head has met with the union representative.
- Employees will submit their choice bid vacation periods to their immediate supervisor, or management's designee.
- Choice vacation selection(s) will be submitted by the last day of February.
- Bids that are submitted for less than one week will not be considered as part of the bid annual process and will be returned to the employee.

- For leave purposes, the sections will be as follows:
 1. Tour I- By Tour
 2. Tour II- By Tour
 3. Tour III will be divided into four sections as follows:
 - (A) 010
 - (B) 210 Dock Operations
 - (C) LCTS and 050
 - (D) AFSM 100 and SPBS

- A separate leave roster will be established for mail handlers assigned to any station or branch and will be subject to the provisions of Item C.
- PTF's choice vacation selection(s) will be considered after full-time regulars have completed the first round of bidding by seniority based on their relative length of service.
- PTF's will bid within the section they are assigned to at the time the bidding of full-time regulars is completed.
- Part-Time Regular Employees are in a separate category and therefore a separate leave roster will be established for this category of employee.
- When an employee bids to another section, the leave selection previously granted will be honored.
- Vacation time relinquished by employees will be open for bid by the employee junior to the employee vacating said week(s). The vacated week(s) will be posted for bid in the section and or Tour whichever is applicable for a period of one week, if no bids are received by the employee below the person vacating said time, bidding will revert to the top of the seniority where the vacancy exists.
- Mail Handlers called to perform military duty during a time that has been approved for bid annual will be granted an additional selection (equal to that lost as a result of being called to perform military duty) of any vacant weeks that may exist during the choice vacation period.

ITEM D

THE DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation Period will begin with the 3rd Saturday in March and will run through the 3rd full week in November.

ITEM E

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The beginning day of an employee's vacation period shall be the first day of his/her basic work week. An employee's vacation period will begin on the first day following his/her second scheduled rest day, provided the employee's rest days are consecutive. On split days off, the vacation period will begin on the first day following his/her first day off of the work week.

ITEM F

WHETHER EMPLOYEES, AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

- (A) Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. Employees in this category may make one selection of ten (10) continuous days or two selections of five (5) days each.
- (B) Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. Employees in this category may make one selection of 15 continuous days or one selection of ten (10) continuous days and/or one selection of five (5) continuous days.
- (C) At the employee's option, s/he may request two (2) selections during the choice period (s), in units of 5 or 10 working days, the total not to exceed the (10) or fifteen (15) days above.
- (D) Second-choice vacation period selections will not be considered until the first-choice round is complete.

ITEM G

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Employees called for jury duty during the employee's scheduled choice vacation period or who attend a National, State, or Regional Convention (Assembly) during the choice vacation period are eligible for another available period.

ITEM H

DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

- (A) During the Choice Vacation Period the percentage of employees that will be granted annual leave during each week will be 15%.
- (B) The number of Part-Time Regular employees that may be granted annual leave during any week will be one (1) on each Tour that has part-time regulars.
- (C) In applying the rounding rule a percentage of .5 or higher will be rounded up to the next whole number; accordingly, .49 or less will be rounded down.
- (D) Beginning the first full week of November, the percentage of employees that will be granted annual leave during the three weeks of November will be 10%.

ITEM I

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE
VACATION SCHEDULE APPROVED FOR HIM/HER

The supervisor responsible for each section and or Tour will provide written notification to each employee by the posting of the official vacation roster in a secure area for that leave year no later than the first day after the first full week of March.

ITEM J

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE
BEGINNING OF THE NEW LEAVE YEAR

The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year. This notice will remain posted for a period of thirty (30) days.

ITEM K

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING
OTHER THAN THE CHOICE VACATION PERIOD

The employee will submit a form 3971 in duplicate to his/her immediate supervisor **at least** 7 days prior to requested date of Annual Leave.

The supervisor will initial the time and date on both copies of the 3971 and return the duplicate to the employee. Management will render a decision of the 3971 within 48 hours of the time initialed by the supervisor. If no decision is rendered within 48 hours, the leave will be considered approved. For leave requested within the next 48 hours, the employee will submit form 3971 to his/her immediate supervisor in duplicate at least 4 hours before the normal end of his/her tour. Supervisor will render a decision within 4 hours. If no decision is rendered within 4 hours, the leave will be considered approved. Leave will be approved on a first-come, first served basis. Applications for emergency annual leave can be made as the need arises.

ITEM L

WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR
TOUR

Overtime desired lists will be by tours. On duty employees will be given 1 hour notice when overtime is required (except in the case of an emergency).

The overtime desired list will be broken down into the following categories:

- Overtime desired before beginning of tour.
- Overtime desired after end of tour.
- Overtime desired on off days only.

Each overtime list will be administered independent of each other. Selection will be by seniority on a rotating basis.

ITEM M

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY

Requests for temporary light duty assignments will be given careful attention on a case by case basis, consistent with applicable provisions of Article 13 of the National Agreement. Availability of light duty assignments will be discussed between the Employer and the Union. Upon receipt of each request for light duty or reassignment, the installation head or his designee shall meet with the crafts representative within 48 hours to determine the assignment.

ITEM N

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

No light duty assignment will conflict with regular bid job.
No light duty assignment will be a bid job.
Duty hours on a light duty assignment will not necessarily be the same as employee's regular bid job.

ITEM O

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

Duties to be adjusted for light duty when requested are: facing mail, rewrap, repairing damaged mail, cutting bundles and traying mail, hand-stamp, telephone answering, sweeping letter and flats cases, and other work consistent with medical restrictions submitted by the employee.

Management will provide seating equipment with back support for those employees whose medical documentation requires it. Rest bars will not be used for this purpose. Every effort will be made to rotate employees on light duty to work functions consistent with their medical restrictions.

ITEM P

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

Tour 1

Tour 2

Tour 3

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Shall be in accordance with the National Agreement.

ITEM R

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

See Item G.

ITEM S

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE CRAFT SUPPLEMENTAL AGREEMENTS

Mail Handlers will not normally be required to work beyond 2 (two) hours and 15 (fifteen) minutes without a rest or lunch break.

ITEM T

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

Any Mail Handler position which becomes vacant will be reviewed by Management as to days off and hours of duty, in an effort to improve it, for all concerned. The installation head will post, on a quarterly basis, corrected and updated seniority rosters on official bulletin boards, designated for that purpose. The installation head will provide a copy of seniority roster to the designated agent for the Mail Handlers union. Copies of any notices as related to item T which effect the Mail Handler craft will be provided to the designated agent of the Mail Handlers' union. Place of posting to be on official bulletin boards designated for that purpose including stations and branches, **as applicable.**

The **Branch President** or designee, shall be notified in advance, and given an opportunity to meet with management for review of all vacant and newly established positions.

- o *Items B, F, G, K, S & T were negotiated on 9/11/2007;*
- o *Item E was negotiated on 9/18/07;*
- o *Items C, D, H, I, P were resolved on 1/07/2008 by way of the attached Area/Region impasse settlement;*
- o *All other items remain unchanged.*



E06M-1E-I07340196 DIST809
2007-10-23 U30ITEMINPMHU65
CLASS ACTION
COLORADO SPRINGS CO 80910
9731

E06M-1E-I07340198 DIST809
2007-10-23 U30ITEMPNPMHU66
CLASS ACTION
COLORADO SPRINGS CO 80910
9731

January 7, 2008

E06M-1E-I07340172 DIST809
2007-10-23 U30ITEMCNPMHU62
CLASS ACTION
COLORADO SPRINGS CO 80910
9731

E06M-1E-I07340193 DIST809
2007-10-23 U30ITEMDNPMHU63
CLASS ACTION
COLORADO SPRINGS CO 80910
9731

David Ross
Regional Director, NPMHU
11152 Huron Street, Ste. 209
Northglenn CO 80234-4321

E06M-1E-I07340195 DIST809
2007-10-23 U30ITEMHNPMHU64
CLASS ACTION
COLORADO SPRINGS CO 80910
9731

Decision: **SETTLED**

Dear Mr. Ross:

You and I reviewed the above captioned grievance impasse items on December 14, 2007. As a result of our discussion in conjunction with the local parties' input (attached), the items are settled as follows:

ITEM C:

Formulation of Local Leave Program

- It shall be the responsibility of each employee to plan his or her vacation period in accordance with his/her desire within the procedure established in the Local and National Agreements.
- The installation head or designee will meet with the Branch President of Colorado Springs Mail Handlers Union to review local service needs as soon after January 1, as practicable.
- There shall be no exchange of vacation periods by employees.
- Bidding of the choice vacation periods will begin as soon as practicable after the installation head or designee has met with the union representative.
- Employees will submit their choice bid vacation periods to their immediate supervisor, or Management's designee.
- Choice vacation selection(s) will be submitted by the last day of February.
- Bids that are submitted for less than one week will not be considered as part of the bid annual process and will be returned to the employee.
- For leave purposes, the selections will be as follows:
 1. Tour I-By Tour
 2. Tour II-By Tour
 3. Tour III will be divided into four sections as follows:
 - (A) 010
 - (B) 210 Dock Operations
 - (C) LCTS and 050
 - (D) AFSM 100 and SPBS

- A separate leave roster will be established for mail handlers assigned to any station or branch and will be subject to the provisions of Item C.
- PTF's choice vacation selection(s) will be considered after full-time regulars have completed the first round of bidding by seniority based on their length of service.
- PTF's will bid within the section they are assigned to at the time the bidding of full-time regulars is completed.
- Part-Time Regular Employees are in a separate category and therefore a separate leave roster will be established for this category of employee.
- When an employee bids to another section, the leave selection previously granted will be honored.
- Vacation time relinquished by employees will be open for bid by the employee junior to the employee vacating said week(s). The vacated week(s) will be posted for bid in the section and or Tour whichever is applicable for a period of one week. If no bids are received by the employee below the person vacating said time, bidding will revert to the top of the seniority where the vacancy exists.
- Mail Handlers called to perform military duty during a time that has been approved for bid annual will be granted an additional selection (equal to that lost as a result of being called to perform military duty) of any vacant weeks that may exist during the choice vacation period.

ITEM D

The Duration of the Choice Vacation Period

The Choice Vacation Period will begin with the 3rd Saturday in March and will run through the 3rd full week in November.

ITEM H

Determination of the Maximum Percentage of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period

- (A) During the Choice Vacation Period, the percentage of employees that will be granted annual leave during each week will be 15%.
- (B) The number of Part-Time Regular employees that may be granted annual leave during any week will be one (1) on each Tour that has part-time regulars.
- (C) In applying the rounding rule, a percentage of .5 or higher will be rounded up to the next whole number: accordingly, .49 or less will be rounded down.
- (D) Beginning the first full week of November, the percentage of employees that will be granted annual leave during the three weeks of the choice vacation period will be 10%.

ITEM I

The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved For Him/Her

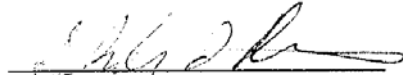
The Supervisor responsible for each Section and or Tour will provide written notification to each employee by the posting of the official vacation roster in a secure area for that leave year no later than the first day after the first full week of March.

ITEM P

The Identification of Assignments Comprising a Section When it is Proposed to Reassign Within the Installation Employees Excess to the Needs of a Section.

Tour I
Tour II
Tour III

Based upon the aforementioned, this case is **SETTLED**.



Shirley T. Pointer
Labor Relations Specialist
Western Area



David E. Ross
Regional Director
NPMHU

cc: CO/WY District
Western Area Processing Center

*THIS PAGE LEFT INTENTIONALLY
BLANK*