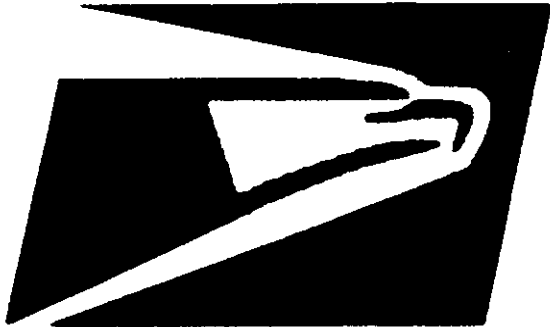


U.S.P.S.



Golden Colorado



# LOCAL MEMORANDUM OF UNDERSTANDING FOR GOLDEN COLORADO

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION  
LOCAL 321

JUNE 24, 1999 TO NOVEMBER 20, 2000

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## ITEM A: ADDITIONAL OR LONGER WASH-UP PERIODS

A reasonable amount of time will be granted to all workers represented by the National Postal Mail Handlers Union for wash-up time prior to lunch and the end of tour, when performing dirty work or working with toxic materials. The time will be determined by the type of work performed by the individual.

In the event of dispute, consultation should be conducted between the Union and management to decide the issue.

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

1. In the event of an emergency officially declared by a federal, state or local authority because of any extreme environmental condition, management officials, will determine the severity of the condition as it affects Postal employees and will decide the necessity of granting administrative leave as outlined in ELM 519.21 and 519.22.
2. In the event of bomb threats or scare, tornado warnings, riots, and/or any other emergency:
  - a. Management instructions on "Emergency Condition Actions" will be centrally posted for review by all employees.
  - b. In the event of any policy changes as to emergency condition actions, management will notify the Mail Handlers Local Union President.
  - c. Off-duty employees are advised to monitor local radio stations and/or television stations for official information of the Golden Facilities operational status.
  - d. Management will notify on-duty employees of emergency situations via intercom, PA system, telephone and/or in person.

## ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM

1. It shall be the responsibility of each employee to plan his or her vacation period consistent with the procedures established in the local and national agreements.
2. The installation head or designee shall meet with the NPMHU Local President/designee by November 15<sup>th</sup> to review service needs and develop reasonable rules for bidding choice vacation period. Among the rules to be addressed will be the amount of time each employee has to submit a choice vacation bid and how employees absent from work will make their selections
3. If it is an employee's turn to bid and the employee is absent, the employee will be passed over until such time as he/she returns to work. The employee will not be allowed to bump any other employee who has already been approved a vacation time period.
4. Periods of leave of less than four (4) days duration may not be part of the vacation bidding as outlined in the national agreement.
5. For leave purposes the sections will be those identified in Item P.
6. Choice vacation selection shall be by seniority by section as defined in Item P, with the exception of the absent rule defined in number 3.
7. When an employee is unable to take his/her approved vacation period and notifies his/her supervisor a minimum of fourteen (14) calendar days in advance, the vacated period will be dated and posted on the unit bulletin board within 24 hours for a period of seven (7) calendar days.

10. No employee shall be entitled to more than 2 selections posted on the completed vacation schedule.

ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD

The duration of the choice vacation period shall be from the first Saturday in February through the last 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 will be the first scheduled workday after his/her regular non-scheduled days. Exceptions may be in accordance with Article 10.3E. Employees at their request may be allowed to waive overtime on their non-scheduled days immediately prior to their bid vacation.

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

1. Employees at their option may request no more than two (2) selections (choices) during the choice vacation period not to exceed their maximum entitlement of ten (10) or fifteen (15) days.

a. Employees who earn thirteen (13) days of annual leave are entitled to either one selection (choice) of ten (10) continuous days or two selections (choices) of five (5) days each.

b. Employees who earn twenty (20) or twenty-six (26) days of annual leave are entitled to either one selection of fifteen (15) continuous day or two selections, one of ten (10) days and one of five (5) days.

2. Employees will not be allowed to exercise their second choice until all employees in the section have had an opportunity to exercise their first choice as outlined in Item C.

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

1. An employee who is called for jury duty during his/her scheduled choice vacation period shall receive an equivalent new period up to fifteen (15) days provided such a period is available and does not deprive any other employee of his/her first choice for scheduled vacation.

2. Attendance at national or state conventions by stewards or delegates shall be charged to the choice vacation entitlement of the employees involved.

**ITEM H: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

1. One employee will be allowed off during each week of the vacation period.

**ITEM I: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER**

Each employee will be notified of the vacation schedule approved for him/her at the completion of the bidding rounds. This will be accomplished through the use of a duplicate form 3971. The completed vacation schedule will be posted in each unit, as delineated in Item C. 7.

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

Notification of the date for the beginning of the new leave year shall be posted on all official bulletin boards no later than November 1.

**ITEM K: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD**

Order of events for employees requesting leave other than bid annual leave:

1. Employee submits PS form 3971 in duplicate to his/her supervisor in person. A decision will be made within 48 hours. Requests for leave for full weeks must be made 7 days prior to the desired time off.
2. On management's determination of low mail volume days and when management encourages or offers leave to mail handlers, the mail handler will have the option of LWOP or annual leave.

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

1. Overtime will be by section.

2. Management will make every effort to notify all employees of overtime requirements at least 60 minutes before end of tour.

ITEM M: THE NUMBER OF LIGHT-DUTY ASSIGNMENTS  
WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO  
BE RESERVED FOR TEMPORARY OR PERMANENT  
LIGHT-DUTY ASSIGNMENT

1. There shall be permanent and temporary light-duty assignments.

**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**

1. Upon receipt of each request for light duty, management will make every attempt to assign the employee; and if unable to do so within five (5) calendar days after the employee request, the installation head or his designee will meet with the craft representative to determine if an assignment is available.

2. When an employee qualifies for temporary or permanent light-duty assignment and is unable to perform all or part of his/her regular duties, then first consideration shall be given to those light-duty functions performed in the course of his/her regular assignment, which the employee can still perform with his/her specific light-duty limitations.

3. In determining what specific duties comprise an employee's light-duty assignment, the employee shall not be limited to his/her bid section and such duties may include those functions delineated in Item O.

4. Any employee who fails to provide updated light-duty restrictions within ten (10) calendar days after the expiration of his/her light-duty request may be placed in an off-duty status until such time as documentation is provided.

**ITEM O: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE**

1. The identification of elements of an assignment which may be combined into a full assignment and may be considered in determining the availability of a permanent and/or temporary light-duty assignment may consist of, but is not limited to, the following areas:

a. Jobs within an employee's bid assignment.

b. Other mail handler duties such as; empty equipment and finalization, cull belt, sack fluff, cull sack shakeout, clamping, by-pass 11, styx, bander, traying operations, sweeping on SPBS, mouse trap, debris chutes, hamper dumper, rewrap and first aid.

c. Any other craft assignment in accordance with Article 13.4 A.

**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**

The facility will constitute the section.

**ITEM Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

Parking is available on a first come first serve basis.

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

Annual leave to attend union activities requested prior to determination of choice vacation schedule shall not be charged to the choice vacation plan.

ITEM S: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

ARTICLE 12.3B5: In accordance with Article 12.3B7

ARTICLE 12.3C: Posting and bidding for preferred duty assignments shall be installation-wide by seniority. For assignments within a section as defined in Item P.

ARTICLE 12.3E3e: The order of movement of full-time regular mail handler employees outside their bid assignment area for temporary reassignment will be as follows:

- a. Full-time regulars on overtime, voluntary by seniority, mandatory by juniority.
- b. Full-time regulars voluntary by seniority, mandatory by juniority.
- c. Return to the bid assignment will be same priority.

ARTICLE 12.4: See Item P.

ARTICLE 12.6C4a: See Item P.

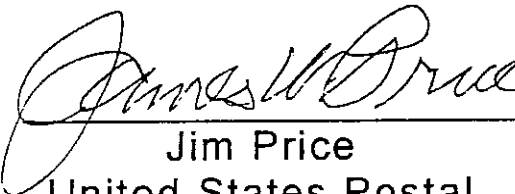

ARTICLE 13.3: See Item M, N, O.

## ITEM T: SENIORITY, REASSIGNMENT AND POSTING

1. Management will meet with the union designee prior to posting on all vacant positions, which are to be changed.
2. Each job bid will be on Form 1717. It must be deposited in the mail handlers' bid box located within the facility. Management will award such bids to the senior-eligible bidder.
3. Bids may be withdrawn or canceled by placing Form 1717 reflecting such a desire in the bid box prior to the closing of the posting.
4. For bids awarded during the month of December employees shall be placed in the new assignment no later than January 15.
5. When no bids are received for a posted position, the senior unassigned, full-time regular employee possessing requirements for that position shall be assigned. Preference shall be considered if more than one such position is available by the dictates of seniority of those affected.
6. For the purpose of temporary detail to higher level positions within the craft, the sections in Item P will apply.
7. The union will be provided with one- (1) copies of all bid-related notices.

MEMORANDUM OF UNDERSTANDING  
(Signatory Page)

This Memorandum of Understanding is entered into on JUNE 24, 1999, between the representative of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1998 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local implementation of the 1998 National Agreement.

	<u>6-24-99</u>		<u>6/24/99</u>
Jim Price	Date	David E Ross	Date
United States Postal Service Representative		Mail Handler Union Representative	