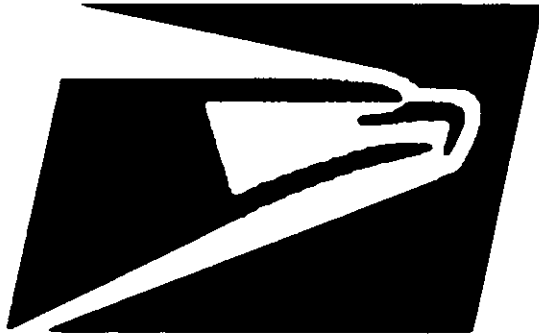


U.S.P.S.



Grand Junction Colorado



LOCAL MEMORANDUM OF
UNDERSTANDING
FOR
GRAND JUNCTION, COLORADO

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 321

SEPTEMBER 27, 2007 TO NOVEMBER 20, 2011

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ITEM A: ADDITIONAL OR LONGER WASH-UP PERIODS

Installation heads shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials. The amount of wash up time granted each employee shall be subject to the grievance procedure.

Recognizing the fact that mail handlers may work under adverse weather conditions, management will be receptive to granting additional time for breaks as local weather conditions dictate.

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 the ELM.
2. Off-duty employees are advised to call the USPS National Emergency Notification Hotline for Postal employees at 1-888-363-7462.

ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM

1. Bid annual will be granted by seniority and by tour, installation wide.
2. An employee shall have 24 hours to make his/her choice. At the end of the 24 hours, if he/she has not made a choice, they will be passed over and may bid at the end of that round of bidding.
3. When bid annual or incidental annual is taken in conjunction with an employee's non-scheduled days, the non-scheduled days may not be cancelled.

4. When requested bid annual overlaps approved bid annual by one day, the request will be approved. When the overlap is two days, management will give full consideration.
5. Management will consider requests for incidental annual leave even when the bid schedule is full.
6. It is each employee's responsibility to sign up for sufficient annual leave during the vacation periods to avoid forfeiture of leave.
7. Notification to vacate periods of annual leave shall be submitted in writing by the employee to management with a copy to the union at least two weeks prior to the Saturday of the work week being vacated. Any requests outside this period shall be cancelled at the supervisor's discretion.
 - The vacated period will be posted for a period of 5 days;
 - The vacated period may be selected by seniority starting with the person junior to the person vacating the period
 - If no one junior to the vacating person desires the leave, preference will be given starting at the top of the seniority roster.
8. Applications for vacant weeks must be submitted by midnight Tuesday (Monday for weeks preceding Holidays) of the week before the requested leave.

ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD

The duration of the choice vacation period shall be from the second Saturday in February through the last full week in November, plus the week between Christmas and New Year Day.

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 two selections in increments of ten (10) days and five (5) days. The aggregate not to exceed their maximum entitlement of fifteen (15) days.
2. Employees will not be allowed to exercise their second choice until all employees have had an opportunity to exercise their first choice.
3. Bid leave format shall be formulated by the designated union representative and management.

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

Jury duty and attendance at National and State Conventions shall be charged to the choice vacation period and duly posted at the earliest notification.

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

Three (3) craft employees will be allowed off in each annual leave week during the period commencing Memorial Day week through Labor Day week. No more than one (1) of these may be from tour II. Two (2) craft employees will be allowed off in each annual leave week outside of the period specified above. No more than one (1) of these may be from tour II. Even though a mail handler may be on bid annual, incidental annual may be granted at management's discretion.

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

The vacation schedule approved for all employees will be posted on the leave board by February 1st.

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

1. The application for annual leave, other than bid leave, shall be granted on a first-come-first served basis.
2. Annual leave or LWOP will be at the request of the employee.
3. The application cannot be submitted more than 90 days in advance of the requested date.
4. The application must be submitted by midnight Tuesday (Monday for weeks preceding Holidays) of the week before the requested leave. Any leave submitted after this deadline is at management's discretion.

5. Each employee will be allowed to take leave on his/her birthday if it falls on a scheduled work day. The granting of this leave is contingent upon the union submitting a list of all employee's birthdays by February 1st of that leave year. If the employee's Birthday falls during the month of December, approval will be at management's discretion. Birthday leave will be marked on the vacation schedule.
6. The application cannot be submitted more than 90 days in advance of the requested date.
7. The application must be submitted by midnight Tuesday (Monday for weeks preceding Holidays) of the week before the requested leave. Any leave submitted after this deadline is at management's discretion.
8. In order to be more equitable and reduce the workforce at times when work is not available, the following procedures will be utilized:
 - a) First preference given to 3971's turned in to the supervisor at the beginning of the employee's tour. When more than one 3971 is turned in, preference will be given to the employee whose "Friday" is that scheduled workday.
 - b) Second preference will be given to the employee whose "Friday" is that scheduled workday.
 - c) Third preference by seniority with the most senior given the first option to leave.

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

1. Overtime will be by tour. To the extent possible, employees signing the OTDL list shall be assigned to the tour in which the major portion of their hours are worked.
2. Tour 1 2300-0700
Tour 2 0700-1500
Tour 3 1500-2300

3. Management will give at least one (1) hour advance notice for overtime to employees not on the quarterly OTDL.

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 for injured mail handler employees within the parameters of Article 13.

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

Upon receipt of each request for light duty or reassignment, the installation head or his designee shall meet with the craft representative to determine if an assignment is available.

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

Duties to be adjusted for light-duty when requested are: Facing mail, nixie, re-wrap, sweeping letter and flat cases, simple separation, and any other work consistent with medical limitations.

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

Sections will consist of the installation, by tour.

ITEM Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking will be handled 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 be charged to the choice vacation plan.

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

12.3B5: When issues arise concerning article 12.3B5, management and the union agree to meet.

12.3C: Bidding on all assignments shall be installation-wide by seniority.

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: Sections shall consist of tour 1, tour 2 and tour 3.

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 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. After the job has closed, management and a designated union representative will remove, count and verify bids. Management will award such bids to the senior 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. Management shall furnish the union with an updated seniority list on a quarterly basis.

Memorandum of Understanding

Labor Management Meetings

Labor Management Meetings will be held quarterly.

Additional meetings may be called by mutual agreement if requested by either party.

Agenda items shall be exchanged at least 72 hours prior to such meetings. Items not on the agenda may only be discussed by mutual consent.

Agenda items agreed upon which require management action shall be acted upon as soon as possible.

Minutes shall be kept by management and will be posted on the bulletin board. A copy of the minutes will be provided to the union.

Signatory Page

This Memorandum of Understanding is entered into on, 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, pursuant to the Local Implementation Article of the 2006 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local implementation of the 2006 National Agreement.

Se Garza 9/27/07
Severo Garza Date
Postmaster
Grand Junction, Colorado

Phillip Armendarez 27 Sept '07
Phillip Armendarez Date
Mail Handler Branch
President