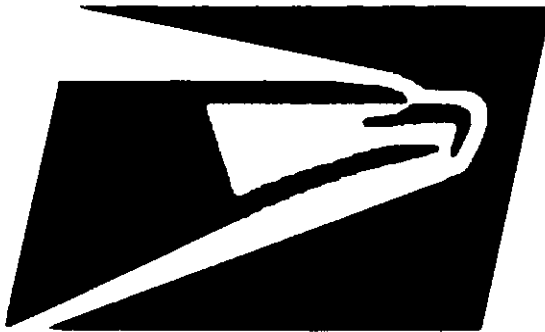


U.S.P.S.



Littleton Colorado



LOCAL MEMORANDUM OF UNDERSTANDING FOR LITTLETON COLORADO

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 321

November 21, 2000 TO NOVEMBER 20, 2004

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Item A - Additional or longer wash-up periods.

All mail handler craft employees shall be granted two five-minute wash-up periods, one before lunch and one prior to the end of tour, in accordance with Article 8, Section 9.

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 flood, storm, or other extreme environmental condition, management officials, after discussion with the representative of Local 321, 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 Action Plan" 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 union official on the respective tour of such changes.

c. Off-duty employees are instructed to monitor radio station KOA 850 AM and/or television station KCNC CHANNEL 4 for official information of the Littleton Co. 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 in accordance with his or her desires within the procedures established in the local and national agreements.
2. No employee shall be required to bid vacation which would bring his or her balance below 440 hours. There shall be no exchange of vacation periods between employees. Bidding for the choice vacation periods will commence during the first week after January 1 and be completed by February 15. Employees will have 72 hours to submit their bid from the time of initial contact. An employee will bid their scheduled vacation in the pay location they are assigned on that first Saturday of the first full week after New Year's Day. Bidding will be done on form provided. Bid is carried with employee regardless of assignment or tour.
3. Periods of leave of less than four (4) days duration may not be part of the vacation bidding as outlined in the national agreement. It is understood that for weeks other than holiday weeks, periods of less than 5 days duration may not be part of the vacation bidding.
4. For leave purposes, **vacation bidding will be installation-wide.**
5. Choice vacation selection shall be by seniority as defined in C4.a. through C4.d above.
6. Completion of the vacation schedule shall be performed and posted by the supervisor by February 22. The completed vacation schedule will be reviewed with the union steward assigned to the area.
7. When an employee is separated or is otherwise 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 posted within 72 hours for a period of seven (7) calendar days. The choice time shall be offered on the basis of seniority starting with the first person below the one who gives up the time. If no bids are received below the mail handler vacating the period, bidding will revert to the top of the seniority list.
8. On management's determination of low mail volume days and when management encourages or offers annual leave to mail handlers, the mail handler will have the option of LWOP or annual leave.
9. An employee request for leave to attend Local 321 meetings will not be unreasonably denied provided that this request for such leave has been submitted to the immediate supervisor at least three (3) days in advance of the union meeting and provided that approval of such request will conform to the requirements of ELM 510.

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.

1. 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 will be allowed to waive overtime on their non-scheduled days immediately prior to their bid vacation.)
2. Based on the above, vacation schedules will be developed based on a 365 day calendar and not on an entire mark out of weeks which part of a bid fall within. Example: If an employee is off on Tuesday and Wednesday then the employee's bid is Thursday through Thursday. The period from Tuesday through Thursday will be the only portion of the vacation schedule which will be blocked out.
3. Approval of requests which create an overlap beyond the allowable amount off, will be at the discretion of management.

Item F - Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

1. Employees at their option may request two (2) selections during the choice vacation period not to exceed their maximum entitlement of ten (10) or fifteen (15) days.
2. Employees who earn thirteen (13) days of annual leave are entitled to either one selection of ten (10) continuous days or two selections of five (5) days each.
3. Employees who earn twenty (20) or twenty-six (26) days of annual leave are entitled to either one selection of fifteen (15) continuous days or two selections, one of ten (10) days and one of five (5) days.
4. 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.

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 not be charged to the choice vacation entitlement of the employees involved. Such leave, however, could be considered part of the total choice vacation plan for the section. If the request for leave is submitted after the choice vacation schedule has been established, the employer must make every effort to grant such leave.

Item H - Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.

The maximum number of employees who may receive leave during each week of the choice period defined in Item D will be 2.

Item I - The issuance of official notice to each employee of the vacation schedule approved for such employee.

Each employee will be notified of the vacation schedule approved for him/her by February 22. This will be accomplished through the use of a duplicate of the form provided as defined under Item C.2. The completed vacation schedule will be posted in each unit by February 22.

Item J - Determination of the date and means of notifying employees of the beginning of 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 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.
2. Supervisor will initial, post time and date on both copies of PS form 3971.
3. Duplicate PS form 3971 is returned to employee.
4. Management must render a decision on the leave request within 72 hours of the time initialed by the supervisor.
5. For leave requests within the next 72 hours, employee must submit PS form 3971 to immediate supervisor in duplicate at least four (4) hours before normal end of tour.
 - a) Response will be made within four (4) hours.
 - b) Response will be made on a first-come, first-serve basis.
6. It is understood between the parties that failure of management to render a decision within the above-defined time limits does not constitute automatic approval of the leave requested.

Item L - Whether "overtime desired" lists in article 8 shall be by section and/or tour.

1. Mail Handlers' Overtime Desired list will be prepared consistent with Article 8.5 of the National Agreement for each facility within Littleton Post Office where Mail Handler positions/work exist regardless of the number of Mail Handlers in that facility.
2. Opportunities or requirements for overtime shall be as follows:
 - a) Employees within that facility who have signed the Overtime Desired List in that facility, on a rotating basis, in order of seniority. (Article 8.5C)
 - b) Employees from other facilities who signed the Overtime
 - c) Desired List, by seniority within the Littleton Post
 - d) Office.
 - e) Employees within that facility who have not signed the Overtime Desired List, on a rotating basis, by Juniority.
 - f) Employees from other facilities who have not signed the Overtime Desired List, on a rotating basis by Juniority within the Littleton Post Office.
3. Management will give notification to all employees of overtime requirements at least 60 minutes before end of tour.

Item M - The number of light-duty assignments to be reserved for temporary or permanent light-duty assignments.

Maximum effort will be made to find light duty assignments for ill or injured employees installation wide. This is based upon all provisions of Article 13 being applicable.

Item N - Method to be used in reserving light-duty assignments so that no regularly assigned member of the regular work force is affected.

1. 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.
2. 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.

Item O - The identification of assignments that are to be considered light duty.

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 listed in RI -399.
- 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.

1. Tour 1
2. Tour 2
3. Tour 3

Item Q - The assignment of employee parking spaces.

Parking will be handled on a first come first serve basis. Management will provide adequate parking for all employees.

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 for 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.

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

ARTICLE 12.4: See Item P.

ARTICLE 12.6C4a: See Item P.

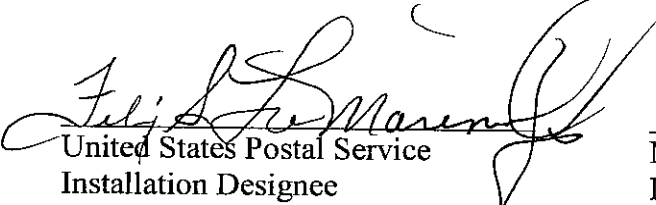
ARTICLE 13.3: See Item M, N, O.

Item T - Local implementation of this Agreement relating to seniority, reassignments 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 and deposited in the mail handlers' bid box located by the time clock. After the job bid has closed, management and a designated Mail Handler Union representative will remove, count, and verify the bids. Management will award such bids to the senior eligible bidder.
3. Bids may be withdrawn or cancelled by placing a written notice reflecting such a desire in the bid box prior to the closing of the posting.
4. Employees on leave shall be notified of any vacancies if they identify the time frame they will be gone and provide a self-addressed penalty envelope to the PostMaster for use in sending the notification.
5. For bids awarded during the month of December, employees shall be placed in the new assignment no later than January 15.
6. When no bids are received for a posted position, the employee who has been unassigned the longest and who is a full-time regular possessing the 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.
7. The union under normal conditions shall be provided with an updated seniority roster no later than 15 calendar days after the beginning of each new calendar quarter.
8. The union will be provided with a copy of all bid-related notices.
9. Tours will be defined as follows:
 - TOUR 1 08:00pm - 03:59am
 - TOUR 2 04:00am - 11:59am
 - TOUR 3 12:00 noon - 07:59pm

MEMORANDUM OF UNDERSTANDING
(Signatory Page)

This Memorandum of Understanding is entered into on October 22, 2002, at Littleton Colorado, between the representatives 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 1994 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.


United States Postal Service
Installation Designee


National Postal Mail Handlers Union
Local 321