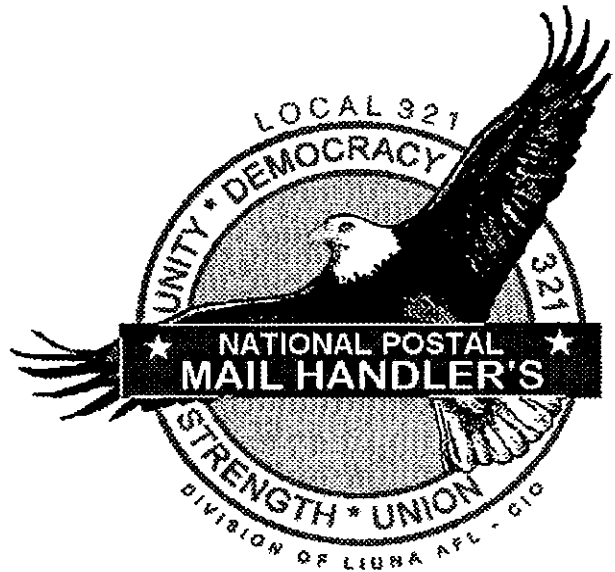
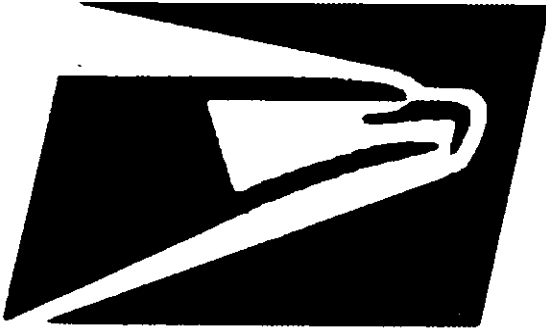


U.S.P.S.



LOCAL MEMORANDUM OF UNDERSTANDING FOR LONGMONT COLORADO

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 321

NOVEMBER 4, 1996 TO NOVEMBER 20, 1998

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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.

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 consultation 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 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 union official on the respective tour of such changes.
 - c) Off-duty employees are instructed to monitor radio station KOA and/or television station channel 4 for official information of the Longmont 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 3971. 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.
4. For leave purposes the following sections will apply as bidding sections and tours:
 - a) Tour 1 (all jobs with start times between 08:00pm - 03:59am)
 - b) Tour 2 (all jobs with start times between 04:00am - 11:59am)
 - c) Tour 3 (all jobs with start times between 12:00noon - 07:59pm)
5. Choice vacation selection shall be by seniority as defined in C4.a. through C4.c. 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 second Saturday in February through November 30th.

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 will 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 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) day
 - a) 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.
 - b) 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.
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.

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.

Two Mail Handlers will be allowed off in each annual leave week during the choice period. No more than one Mail Handler may be from a given tour at the time of the bidding.

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 form 3971. 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.

All applications for leave other than bid annual shall be submitted directly to the employee's supervisor who shall respond within 48 hours after receipt of the leave request. If no decision is rendered within 48 hours the leave shall be considered approved.

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

1. Overtime desired list will be by tour.
2. When signing the quarterly overtime desired list, employees will have the option of signing up for daily overtime and/or non scheduled day overtime. Overtime will be distributed on a rotating basis, beginning with the senior employee. Separate rotations will be kept for daily and non-scheduled day overtime.
3. Prior to mandating of non-volunteers, management will maximize all employee on the OTDL regardless of their preference under #2 above.
4. The employer will give 1 hour advanced notice when overtime is required, except in emergency situations.

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

When an employee requests a light duty assignment, management and the Union will meet to determine the availability of such assignments and will work to ensure that such assignments meet the employee's needs.

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

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

1. Facing mail
2. Distribution
3. Sweeping letter and flat cases
4. Canceling mail
5. Other craft work consistent with the employee's 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.

- a) Tour 1 (all jobs with start times between 08:00pm - 03:59am)
- b) Tour 2 (all jobs with start times between 04:00am - 11:59am)
- c) Tour 3 (all jobs with start times between 12:00noon - 07:59pm)

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 can 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:

1. ARTICLE 12.3B5: In accordance with Article 12.3B7
2. 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.
3. 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, mandatory by juniority, voluntary by seniority.
 - b) Full-time regulars mandatory by juniority, voluntary by seniority.
 - c) Return to the bid assignment will be same priority.
4. ARTICLE 12.4: See Item P.
5. ARTICLE 12.6C4a: See Item P.
6. ARTICLE 13.3: See Item M, N, O.

Item T- Local implementation of this Agreement relating to seniority, reassignments and posting.

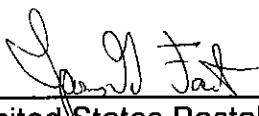
1. Management will meet with the union designee prior to posting on all vacant positions which are to be changed.
2. Each job bid will be on Form 1717 and deposited in the mail handlers' bid box located by the Mail Handlers bulletin board. After the job bid has closed, management and a designated union 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 Form 1717 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 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.
7. For the purpose of temporary detail to higher level positions within the craft, the sections in Item P will apply.
8. 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.
9. The union will be provided with a copy of all bid-related notices.

**MEMORANDUM OF UNDERSTANDING
(Signatory Page)**

This Memorandum of Understanding is entered into on November 4, 1996, at Longmont 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.



National Postal Mail Handlers Union
Local 321



United States Postal Service
Installation Designee