

***2010 LOCAL MEMORANDUM  
OF UNDERSTANDING***

**BETWEEN THE**

**DENVER METRO AREA LOCAL  
OF THE  
*AMERICAN POSTAL WORKERS UNION***

**AND THE**

**CASTLE ROCK, COLORADO, POST OFFICE  
OF THE  
*UNITED STATES POSTAL SERVICE***

## **Castle Rock, Colorado Memoranda of Understanding**

This Memoranda of Understanding is entered into on **September 19, 2011**, at Castle Rock, Colorado, between the representatives of the United States Postal Service and the American Postal Workers Union signatory to the National Agreement pursuant to the local implementation provisions of the **2010** National Agreement. All consultation pertaining to the Denver Metro Area Local, APWU, shall be directed to the President of the Denver Metro Area Local, APWU, or his designated representative. This Memoranda of Understanding constitutes the entire agreement on matters relating to local conditions of employment. Items sent to arbitration shall become part of the Memoranda of Understanding under the conditions stipulated by the arbitrator. The intent and directive of the **2010** National Agreement and postal policies will govern on all issues not covered by this **2010** Local Memoranda of Understanding.

### **DURATION**

The terms of the Memoranda of Understanding shall be effective on signature by the employer and the Union, and remain in full force and effect during the **2010** National Agreement, and until the signing of the **2015** Local Memoranda of understanding, providing the employer and the union reach an agreement at the national level, and the local implementation procedures are contained in the **2015** National Agreement.

### **SEPARABILITY**

Should any item of the local implementation be rendered or be declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, or invalidated through Regional and/or National action, such invalidation of such part or provision of this local implementation shall not invalidate the remaining portions of this local implementation, and they shall remain in full force and effect.

### **RECOGNITION**

The Employer recognizes the Denver Metro Area Local of the APWU, AFL-CIO, as the exclusive bargaining representatives for all Castle Rock employees in the following crafts as certified and recognized at the National level: Special Delivery, Motor Vehicle, Clerks and Maintenance.

## **ARTICLE 1**

### ***WASH-UP PERIODS***

Reasonable wash-up time shall be granted to all employees before the lunch break and the end of tour. Such time shall not exceed five (5) minutes.

## **ARTICLE 2**

### ***WORK WEEKS***

The regular work week for full-time regulars shall consist of five (5) days per week, with fixed days off.

## **ARTICLE 3**

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

- A. In the event of an emergency ordered by a federal, state or local authority because of flood, storm or other extreme environmental conditions, the local president shall notify the postmaster or his designee, who shall determine the severity of the condition as it affects postal employees, and shall decide, within his authority, the necessity of granting administrative leave. Consideration shall also be given, within his authority, to grant administrative leave to postal employees who have already reported to work, and live in the affected areas.
- B. After a thorough review of local authority declarations, when postal authorities declare an emergency condition exists which endangers the well being of a craft employee, they shall take proper action to alleviate such danger.
- C. In the event of an emergency, management's first consideration is the safety of all postal employees. The decision to evacuate is a management decision based on the above principles.

## **ARTICLE 4**

### ***FORMULATION OF LOCAL LEAVE PROGRAM***

- A. The order of selection will be by service seniority as established by the current seniority roster within the office.

- B. Selection shall be made in order of seniority through full-time, then through the part-time employees. Selections will be made on PS Form 3971, and the posted vacation schedule will constitute sufficient official notice to all employees of vacation time approved.
- C. Each employee must make his selection within 48 hours of the next senior employee's having selected.
- D. There shall be three (3) basic rounds of annual leave bidding as follows:
  - 1. During Round One (1), employees shall be entitled to bid a total either ten (10) or fifteen days of annual leave during the choice period (whichever is the employee's entitlement based upon the National Agreement.) The employee may select one of the following options:
    - a. Ten (10) or fifteen (15) days of continuous annual leave.
    - b. Two (2) selections in units of either five (5) or ten (10) days, the total not to exceed the maximum entitlement of either ten (10) or fifteen (15) days as indicated above. (Employees choosing to make two selections shall not be entitled to exercise a second selection until all eligible employees have had an opportunity to exercise a first choice.)
  - 2. During Round Two (2), employees shall be entitled to bid an additional ten (10) or fifteen days of annual leave during the choice period (whichever is the employee's entitlement based upon the National Agreement,) using the same rules as those applying to Round One (1).
  - 3. During Round Three (3), employees shall be entitled to bid any remaining open choice leave periods, up to the total amount of leave the employee will have accrued when the leave occurs.
- E. Each craft at the Castle Rock post office shall be considered a section.
- F. In the event an employee chooses to relinquish or cancel a period of his annual leave, that period will be offered to remaining employees for a one (1) week period, provided that management is notified, in writing, of such relinquishment or cancellation at least two (2) weeks prior to the beginning of the relinquished or canceled leave.
- G. Such periods will be awarded by seniority order to employees junior to the employee relinquishing or canceling leave. In the event no one junior chooses the period, it will be awarded by seniority order to employees senior to the employee relinquishing or canceling leave.
- H. Only leave relinquishments of at least one (1) week will be posted.

- I. The duration of the choice period for all clerk craft employees shall be for a period of thirty-six (36) weeks beginning the first full week in March, and ending the second full week in November. Also included in the choice vacation period will be the week of and the week prior to Thanksgiving, as well as the week between Christmas Day and New Year's Day, beginning December 24<sup>th</sup> and ending January 1<sup>st</sup>.
- J. The beginning day of an employee's vacation period shall be the first day of his basic work week. On split days off, this determination will be made after consultation between management, the union and the employee. Form 3971 shall be completed at the time the employee chooses his vacation, with the beginning day noted on the approved form. Scheduled days off and/or holidays which fall in conjunction with approved bid annual leave are to be considered as part of the bid annual leave, if so indicated by the employee on the appropriate Form 3971.
- K. Each employee is responsible to utilize his or her annual leave in such a manner as to ensure, consistent with the needs of the Postal Service, that he or she is not required to forfeit any part of his or her annual leave (i.e., leave carried over in excess of 440 hours.)
- L. Delegates to state and national union conventions of the APWU will be granted sufficient leave to attend these meetings, in compliance with Article XXIV, Sec. 2 of the National Agreement. Such leave will not be charged to the employee's choice vacation period. An employee covered by this agreement who is called for jury duty during his scheduled choice vacation period shall be eligible for another selection of leave.
- M. All employees will be assured of the opportunity to take their annual leave as guaranteed by the National Agreement during the choice vacation period. During the choice vacation period, eleven point five percent (11.5%) of the employees in each section will be allowed off on bid annual leave. (Any number with a fraction of point five (.5) or more will be rounded up to the next highest whole number. Any number with a fraction of less than point five (.5) will be rounded down to the next lowest whole number. If such downward rounding would result in a number of zero, at least one (1) employee will be allowed off on bid annual leave) Outside the choice vacation period, one (1) employee will be allowed off on bid annual leave.
- N. The vacation schedule shall be posted, immediately after bidding is completed, on the bulletin board.
- O. Employees will be notified of the beginning of the new leave year by posting such notice on bulletin boards. These notices shall be posted during the month of November.
- P. Application for leave outside the choice vacation period may be made at any time, and will be acted upon on a first come, first served basis. If a request for annual leave outside the choice

period is submitted at least seven (7) days prior to the first day of the requested leave, management must respond to the request within three (3) working days. If management fails to respond under these provisions within the deadline, the employee can assume that the leave request was approved. To be covered under this article, the employee must have submitted his request in duplicate, on a PS 3971 which is initialed and dated by the employee and his supervisor. One copy is to be retained by the employee and the other, for action, by the supervisor.

## **ARTICLE 13**

### ***HOLIDAYS***

Selection of employees to work on their holiday shall be by tour as follows:

- A. Full Time Regulars and Non Traditional Full Time Employees (Voluntary by Seniority).**
  - 1. Regulars whose schedule includes that day as a holiday.
  - 2. Regulars whose schedule does not include that day as a holiday.
- B. PSE Employees**
- C. Full Time Regulars and Non Traditional Full Time Employees (Non-Voluntary by Juniority).**
  - 1. Regulars whose schedule includes that day as a holiday.
  - 2. Regulars whose schedule does not include that day as a holiday.

## **ARTICLE 14**

### ***OVERTIME***

- A.** Overtime desired lists for full-time regular employees will be posted quarterly, by section. For these purposes the entire office will be considered a section.
- B.** Employees required to work overtime at the end of their regular tour of duty shall be given as much notice as possible. Management will make every effort to give at least one (1) hour's notice. The notification period could be less than one (1) hour, consistent with operational needs as determined by management.

## **ARTICLE 15**

### ***LIGHT DUTY ASSIGNMENTS***

The physical abilities of an ill or injured employee will be taken into consideration before determining if any work is available, and management will make every reasonable effort to assign work within the employee's physical ability. Any work assigned shall not adversely affect other members of the work force.

## **ARTICLE 18**

### ***REASSIGNMENTS***

For the purpose of reassignments, the entire office will constitute a section.

## **ARTICLE 19**

### ***PARKING***

Up to three (3) spaces may be designated by the Postal Service for postal supervisors, and whatever spaces are necessary for handicapped parking and customers. Spaces in excess of the needs of the Postal Service will be available on a first-come, first-served basis.

## **ARTICLE 22**

### ***PRINCIPLES OF POSTING***

- A. All vacant and newly-established craft duty assignments will be posted on all official bulletin boards for seven (7) calendar days.
- B. Prior to departing on leave, it will be an employee's responsibility to leave written notification with postal management of the employee's desire to receive notification concerning vacancies or new jobs, and a forwarding address where the employee can be notified of any such job postings. Employees on leave during the posting period who have left such written notice will be notified by mail of any vacant or newly-established craft duty assignments.
- C. Awarding of vacant and newly-established craft duty assignments posted for bid will be by seniority. At the end of the seven (7) day posting period, the postmaster shall post, within three (3) working days, the results of the bidding. If the employee is qualified, the employee will be placed into the new position in accordance with the provisions of the National

