

***2010 LOCAL MEMORANDUM  
OF UNDERSTANDING***

**BETWEEN THE**

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

**AND THE**

**COMMERCE CITY, COLORADO, POST OFFICE  
OF THE  
*UNITED STATES POSTAL SERVICE***

## **Commerce City, Colorado Memoranda of Understanding**

This Memoranda of Understanding is entered into on \_\_\_\_\_, at Commerce City, 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 Commerce City employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

## **ARTICLE 1**

### ***WASH UP TIME***

Employees shall be granted reasonable wash up time prior to lunch and prior to the end of tour.

## **ARTICLE 2**

### ***NON DISCRIMINATION AND CIVIL RIGHTS***

1. The Union and Management agree that every employee in the Commerce City Post Office should be treated with dignity, consideration, respect and tolerance. Management will make every effort to achieve this goal.
2. When a supervisor finds it necessary to take corrective measures, reprimand or question an employee about his/her actions, it will be one in private in such a manner that it will not embarrass or humiliate the employee. In particular, such action shall not be undertaken on the work room floor in the presence of other employees.
3. All employees shall be treated equally, allowed the same privileges and be subject to the same rules and regulations regardless of their tour, branch or unit.

## **ARTICLE 2**

### ***HOURS OF WORK***

#### **SCHEDULED DAYS OFF**

When possible, fixed scheduled days should be consecutive.

## **ARTICLE 4**

### ***LEAVE***

- A. It shall be the responsibility of each employee to plan his/her vacation period in accordance with his/her desires and clerks should select a vacation period or periods to avoid forfeiting any part of their annual leave.
- B. The choice vacation period shall be from the beginning of the leave year to the end of the leave year.
- C. The maximum number of employees off during each week of the choice vacation period shall be as follows: **Two (2) clerks off pay period 12-2 through 17-2**. One clerk off the remainder of the leave year.
- D. Annual leave shall be granted as follows:

1. Employees who earn 13 days of annual leave per year shall be granted up to ten(10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten(10), shall be at the option of the employee.
  2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen(15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen(15), shall be at the option of the employee.  
Option 1: One(1), Two (2) or Three (3) weeks of continuous annual leave.  
Option 2: Split vacations in increments of one(1) week and one (1) week or one(1) week and two(2) weeks.
- E. The second round of bidding shall commence immediately following the completion of the first round of bidding. On the second choice the clerk will have the option of splitting their remaining leave entitlement into units of whole weeks if available. All first and second rounds of vacations shall be completed before the start of the leave year.
- F. The third round of bidding shall be for single days bids. Each employee shall be granted a single day bid to take in any place that is still available on the leave calendar. This single day will be bid by seniority.**
- G. After the conclusion of the **third** round of bidding, open weeks may be requested by filling out a 3971. Management will approve requests on a seniority basis provided the employee has sufficient leave on the books to cover the leave requested.
- H. A clerk vacating a vacation period will be required to give at least ten(10) calendar days notice in writing of their intention. Any such vacation period shall be posted immediately and remain posted for five(5) days. Bids will take preference on requests.
- I. Bids for vacated weeks will be awarded to the successful bidder below the seniority of the clerk vacating the period. If no bids are received below the clerk vacating the period, bidding will revert to the top of the seniority list.
- J. In an emergency situation where less than five(5) days notice is given, the vacated period shall not be posted for bidding.
- K. During the leave year, vacations will start on Monday. Employees may start their vacation on Saturday prior to their scheduled bid week, which will be granted by management upon request. This option will require an employee working their non scheduled day off the week following vacation. If they have non scheduled days other than Saturday and Sunday, a change of schedule will be necessary to avoid overtime. When requesting Saturday as the start of vacation, employees will be on vacation through the following Sunday.
- L. An employee summoned to jury duty during their choice vacation will be entitled to bid another choice vacation during vacated or unawarded periods and such bid shall be granted.
- M. 1. Management will grant one Union member time to attend the state and regional conferences. Another member off would be at the discretion of Management trying their best to accommodate the APWU.  
2. The week of the state convention will not be available for bid unless a delegate does not attend. This week will then become available for bid annual leave on a seniority basis.
- N. The new leave year will be posted by the last week of November on Employees bulletin boards.

- O. Vacation bidding will commence the first week of December.
- P. Any annual leave request other than the scheduled vacation selection should be submitted to their supervisor at least five(5) days prior to the first day of the requested leave, a determination shall be made on such request within 48 hours or the leave shall be considered approved.

## **ARTICLE 10**

### ***SICK LEAVE***

- A. A relative may be allowed to call in for an employee to report the employee ill, if the employee is to ill to call.
- B. It will not be necessary for the employee to call in every day, on the condition that the employee's supervisor has been notified it will be a lengthy illness, injury or that the employee will be hospitalized. The supervisor shall be notified at least 24 hours prior to the employee's return to duty.

## **ARTICLE 13**

### ***HOLIDAYS***

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

- A. Regulars (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. Postal Support Employees (PSE)**
- C. Regulars (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**

### ***SAFETY AND HEALTH***

- A. A joint labor management safety and health committee shall be established, as provided for in article XIV of the 1984 National Agreement. The committee shall consist of four(4) members. One member appointed by the NALC, one appointed by the APWU and two management representatives appointed by the Postmaster.
- B. A meeting of the committee shall be held on official time every three(3) months at a time convenient and mutually agreeable to all parties.

- C. APWU local **229** and management endorse and actively support the rules and regulations for promoting safety and health.
- D. In the event of any emergency officially declared by federal, state or local authorities for floods, storms or other extreme environmental conditions, the Postmaster will determine the severity of the conditions as it effects postal employees and will decide the necessity of granting administrative leave.

## **ARTICLE 15**

### ***ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES***

- A. When an employee becomes temporarily incapacitated from his/her regular duty assignments as a result of illness or injury, every effort will be made to place the employee in a suitable temporary light duty assignment at regular rate of pay.
- B. An eligible employee who desires a light duty assignment shall make application to the Postmaster.
  - 1. Application shall consist of the employee's written recommendations signed by his/her personal physician which clearly stated the disability, the expected duration of the disability and limitations.
  - 2. All such recommendations may be reviewed by the Denver MSC Postal Service Medical Officer, who may require additional information.
- C. Areas of light duty assignments for clerk craft employees shall be based on the availability of work, the nature of the employee's medical limitations and his/her qualifications and ability to perform.
  - 1. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service. These hours may differ from the employee's present duty assignment.
  - 2. Some types of assignments which may be given to employees requiring light duty include, but are not limited to:
    - filling out claims and tracers
    - answering the phones
    - filing forms
    - writing all types of second notices
  - 3. Every reasonable effort shall be made to find a suitable job for a clerk craft light duty employee.
- D. No career employee shall be displaced from his/her regular assignment by the application of this article.

## **ARTICLE 17**

### ***REPRESENTATION***

The open door policy where either party has the right to a meeting with the other at any reasonable time in order to dispose of matters that warrant attention and/or consideration shall remain in effect.

## ARTICLE 20

### PARKING

- A. Until additional parking spaces become available, current parking policy shall remain. Outside gate parking shall be on a first come bases for clerk and carrier crafts.

## ARTICLE 22

- A. The installation head shall post and furnish a copy of an updated seniority list to the local on a semi annual basis in the months of January and July.
- B. The following changes will cause a duty assignment to be posted:
1. Any change in the principle assignment area (e.g. tour, station, branch or facility)
  2. A fifty perent (50%) change in duties
- C. The incumbent, at their option, with the approval of the Denver Metro APWU shall have the right to accept or reject the job in the following circumstances:
1. Any cumulative change in starting time of less than two (2) hours provided that any change that takes a duty assignment to a different tour must be re-posted.
  2. Addition or deletion on any scheme.
  3. Adding a financial accountability which is not a requirement of the position in accordance with the standard job description.
- D. The parties may mutually agree to modify the conditions for re-posting depending on the circumstances of the change provided the conditions **are** not inconsistent or in conflict with the National Agreement.
- E. If the decision is made to **change** an occupied duty assignment in accordanc with 2 A or B and there are two (2) or more identical (hours, days off and duties) assignments, the change shall first be offered to the senior employee.
- F. All vacant and newly established craft duty assignments will be posted on all official bulletin **boards** for seven (7) calendar days.
- G. Employees on leave during the posting period will be notified by mail of any vacant or newly established craft duty assignments.
- H. 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 four (4) working days, the results of the bidding. If the employee is qualified, the employee will be placed into the position within twenty-one (21) days. If the employee does not meet the qualifications the award will be made in accordance with the provisions of the National Agreement.
- I. The APWU President or his/her designee may witness the opening of the bids which are identified on the envelope as APWU bids.
- J. The APWU representative will be in a non-pay or leave status for this purpose. Provisions shall be made for this leave.

K. It will be the responsibility of each employee submitting a sealed bid to see that his/her envelope is clearly identified as an APWU bid and received in the Postmaster's office on or before the closing date specified in the posting.

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John A. Ancona, President                                  Date  
Denver Metro Area Local APWU

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Herbert Gindulis, Postmaster                                  Date  
US Postal Service