

2010 LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN THE

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

AND THE

**ESTES PARK, COLORADO, POST OFFICE
OF THE
*UNITED STATES POSTAL SERVICE***

Estes Park, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____ at Estes Park, 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 for all crafts represented by the American Postal Workers Union. Items sent to arbitration shall become part of the **2010** Memoranda of Understanding under the conditions stipulated by the arbitrator.

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** 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 Estes Park employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

ITEM 1

Reasonable wash-up time shall be allowed prior to lunch and when employee's perform dirty work or work with toxic material.

ITEM 2

The regular work week for full time regulars shall consist of 5 days per week, with fixed days off. As far as practical the five days shall be consecutive within a service week.

ITEM 3

The decision for curtailment or termination of Postal operations to conform to the order of local authorities or as local conditions warrant because of emergency conditions shall be made by the installation head. When the decision has been reached to curtail Postal operations to the extent possible, management will notify employees and seek the cooperation of the local radio stations to inform employees.

ITEM 4

- A. The order of selection will be by installation seniority as established by the current seniority roster within this office. The entire post office will be considered an installation.
- B. Selection of vacation periods will begin on November 15 and continue until December 20. Selections will be made by submitting the local existing form and will be posted on the leave year calendar no later than December 31.
- C. Each employee must make their selection within 48 hours of notification that it is their turn.
- D. No employee may select vacation periods that include more than one holiday during the first round of choice bidding.

ITEM 5

The duration of the choice vacation period for the first round of bids will be February, March, April, September, October, November and December 26th through January 1st will be choice vacation period. Two employees will be allowed off. The exact dates will be decided between APWU and management before bidding starts.

ITEM 6

- A. The beginning day of an employee's vacation period shall begin on a Sunday and continue through the following Saturday. Management will make every reasonable effort to approve requests for schedule changes for employees with split days off.
- B. Employees shall not be required to work their non-scheduled days or holiday immediately prior to or following their vacation period.

ITEM 7

- A. Employees who earn 13 days of annual leave are entitled to the following options for bidding choice vacation periods:
 - 1. Up to ten (10) consecutive days
 - 2. Two (2) singular leave weeks
- B. Employees who earn 20 or 26 days of annual leave are entitled to the following options:
 - 1. Three (3) consecutive leave weeks
 - 2. A selection of ten (10) consecutive days and a period of five (5) consecutive days.
- C. Trading of annual leave is not permitted.

ITEM 8

- A. Leave for delegates to national and state conventions if submitted prior to the choice vacation bidding process will not be considered part of the number allowed off.
- B. Leave requested after the choice vacation bidding process will be in compliance with Article 24 Section 2.C.
- C. Employees called for jury duty during their bid annual leave may request the same number of days from the remaining vacant weeks upon their return to work.

ITEM 9

The number of employees who shall receive leave during the choice vacation period shall be two (2). Non choice period will be one (1).

ITEM 10

The vacation schedule shall be posted after bidding is completed on the bulletin board, and will constitute official notice to all employees of vacation time approved. A 3971 must be submitted prior to vacation time. Employees must have enough annual leave to cover their bid annual leave.

ITEM 11

Employees will be notified of the beginnings of the new leave year by posting such notice on bulletin boards. These notices shall be posted during the month of November.

ITEM 12

- A. After the first round of bidding is completed, there will be a second and third round on one week increments by seniority.
- B. Employees must make their selection within 24 hours of notification of their turn.
- C. Annual leave relinquishment in increments of one week or more shall be reposted. Partial weeks will not be reposted.
- D. Relinquished 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, providing that management is notified in writing of such at least 2 weeks prior to the beginning of the relinquished leave.
- E. Employees who become ill for more than 50% of their bid leave may choose the same amount of time from any vacant week upon their return to work.
- F. Bid annual leave for employees on FMLA, DCSL, extended sick leave or a Detail, will not be reposted.
- G. Application for incidental annual leave may be made no earlier than Monday four weeks prior to the week for which leave is requested and no later than the Tuesday of the week prior to the requested date. Mitigating circumstances will be considered.
- H. Incidental annual leave will be first come first serve unless 3971's are submitted on the same day then seniority will determine who is granted leave.

- I. Incidental annual leave must be requested on a Form 3971 in duplicate and must be signed by management upon receipt. Management must then respond to the 3971 as approved or denied within 2 working days.

ITEM 13

The method of selecting employees to work on a holiday:

- A. Regulars volunteering to work on their holiday or designated holiday
- B. All part-time flexibles and casuals even if overtime is necessary
- C. PSE (Postal Support Employees)**
- D. Regulars volunteering to work on their non-scheduled day in an OT status
- E. Regulars not volunteering to work on their non-scheduled day by juniority
- F. Regulars not volunteering to work on their holiday or designated holiday by juniority

ITEM 14

- A. OTDL will be posted for two weeks prior to the quarter. Employees will not be allowed to add their name to the OTDL after the quarter begins. Overtime desired lists for full time regular – **NTFT (Non-Traditional Full Time)** employees will be posted quarterly by installation. The OTDL shall be posted with three (3) columns so that a volunteer can option for before tour/after tour/scheduled days off **or both**.
- B. Management will give at least one (1) hour advanced notice for overtime. When circumstances make it less than possible, the overtime shall be on a voluntary basis.

ITEM 15, 16, 17

- A. Light duty assignments shall be made only in accordance with the provisions of the National Agreement.
 - 1. The Union and the employer agree that the early return of an employee to duty has therapeutic value. The employer shall make every effort to find suitable duties, which meet the employee's physical limitations.

2. First consideration for light duty assignments within the APWU crafts shall be given to APWU craft employees.
3. When the need arises for an APWU craft employee(s) to be assigned to a permanent or temporary light duty position, the Local Union President and/ or designated representative and the Installation Head and/ or designated representative, shall meet to determine suitable work for that individual(s).
4. Every effort shall be made to assign light duty assignments commensurate with that individual's normal work hours.

ITEM 18

For purposes of applying Article 12 of the National Agreement the entire Estes Park Post Office shall be considered an installation.

ITEM 19

A Parking committee shall be established. The committee shall be comprised of up to two (2) APWU representatives and up to two (2) management representatives. The Committee shall meet as needed at a mutually acceptable time. Proper agenda items for such meetings include the location of a new, additional, or improved parking facilities; the number of parking spaces; security; as well as similar subjects. The Parking Committee may make recommendations to the Postmaster on these subjects.

ITEM 20

Union officials will notify management two (2) weeks in advance of request to attend APWU General Membership Meetings. Management will not unreasonably deny this request.

ITEM 21 AND 22

- A. All vacant and newly established craft duty assignments will be posted on all official bulletin boards for ten (10) calendar days.
- B. Employees on leave during the posting period will be notified by mail of any vacant or newly established craft duty assignments. It will be the employee's responsibility to leave a forwarding address where they can be notified of any job postings.

- C. Awarding of vacant and newly established craft duty assignments posted for bid will be by seniority. At the end of the ten (10) day posting period the postmaster shall post, within ten (10) working days, the results of the bidding. If the employee is qualified, the employee will be placed into the new position within 28 days, except during the month of December. If the employee does not meet the qualifications, the award will be made in accordance with the provision of the National Agreement.
- D. Any change of fifty (50) percent or more of the duties described in the standard positions description as posted shall cause the assignment to be reposted. If a position's starting time is changed by more than one (1) cumulative hour, the position shall be reposted. The incumbency provisions of Article XXXVII, Section 3.A, 5.C shall apply, if the incumbent does not opt for the position.

LETTER OF INTENT

It is mutually agreed that a third option of bidding of three (3) singular weeks will be permitted.

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

Rob Haas, Postmaster Date
US Postal Service