

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

**EVERGREEN, COLORADO, POST OFFICE
OF THE
*UNITED STATES POSTAL SERVICE***

Evergreen, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Evergreen, 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 **2006** 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 Evergreen 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

- A. A reasonable time will be granted all workers represented by the Denver Metro American Postal Workers Union for wash-up time whenever necessary. The time should be determined by the type of work performed by the individual.
- B. In the event of disputes, consultation should be conducted between the union and management to decide the issue.

ARTICLE 2

WORK WEEKS

Newly established work week schedules will consist of five (5) consecutive days and two (2) consecutive lay off days, if possible. Present work week schedules that are not five (5) consecutive work days that become vacant during the term of this contract will be considered to determine if the assignment can be adjusted to five (5) consecutive work days. Consultation with the union will be held for this purpose.

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 appropriate leave. Consideration shall also be given, within his authority, to grant appropriate 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. A meeting between the union and management will be held during the period of October 1st and October 15th of the year preceding the leave year to resolve the following:
1. Determine the maximum amount of leave that may be taken based on the employee's seniority. **Employees can only bid their earned leave entitlement.**
 2. Determine the final date for the submission of application for vacation periods of the employee's choice during the choice vacation period. In any event, the vacation schedule will not be posted later than January 15th of each year.
 3. Provide a program to guarantee that no employee will be required to forfeit any part of their annual leave.
 4. Bidding of annual leave during the choice vacation period shall be done on a seniority basis.
- B. The choice vacation period **shall be the entire leave year. Ten (10) percent will be allowed off.**
- C. Bid leave for all employees will be Monday through Sunday. Any holiday which falls at the beginning or end of an employees vacation shall be considered as part of the vacation. PTF employees will not be required to work the Sunday prior to or after their bid leave.
- D. Each employee is entitled to five (5) weeks of bid annual. There shall be three (3) rounds of bidding **by seniority**:
1. First round employees can choose to bid one (1) week, two (2) consecutive weeks or three (3) consecutive weeks.
 2. Second round employees can choose to bid one (1) week or two (2) consecutive weeks. The total number of weeks during rounds one and two cannot exceed three (3) weeks.
 3. Third round each employee is allowed to bid accrued annual leave for that year in one (1) week increments not to exceed two (2) weeks.
- E. Each round of annual leave bidding will be conducted through a bid annual leave sheet. Bid annual leave sheets will be made available to all employees seven (7) days prior to each rounds turn in date. Turn in dates will be first round, the first Saturday following Thanksgiving; second round first Saturday of December; third round, second Saturday of December. A vacation schedule will be posted after each round.
- F. An employee who is called for jury duty during the employee's scheduled choice vacation, or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another available period, provided this does not deprive any other employee of his first choice for scheduled vacation.

- G. Canceled choice vacation selections will be posted and awarded by seniority from the vacating employee on down, provided that two (2) weeks notice be given management of the cancellation.
- H. A minimum number of ten percent (10%) of the existing complement of APWU bargaining unit employees will be allowed off at one time during the choice period. Management will determine whether this minimum number may be exceeded. Any fractional amount of .50 or higher will be rounded up. Any other fractional amount will be rounded down.
- I. Provide official bulletin board notice to each employee of the vacation schedule approved for him/her.
- J. The beginning date of the new leave year will be posted on bulletin boards as close to November 1st as possible.
- K. If a request for annual leave outside the choice vacation period is submitted in person to the immediate supervisor by the employee at least seven (7) days prior to the first day of the requested leave, a determination shall be made on such requests within 48 hours (not to include Sundays) after submission of the request to the supervisor, who will initial the 3971 as to the date and time received. If the employer fails to respond within the 48 hours (not to include Sundays), the leave shall be considered approved.
- L. Once annual leave has been granted or approved on a Form 3971, or entered on the master leave schedule by a supervisor, that leave shall not be rescinded except in a serious emergency.
- M. Seniority shall prevail for requests submitted on the same day requesting the same time period; otherwise, annual leave will be on a first come, first served basis.

ARTICLE 13

HOLIDAYS

- A. Selection of employees to work on their holiday shall be by tour as follows:
 - 1. All Flexibles.
 - 2. 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.
 - 3. **Postal Support Employees (PSE)**
 - 4. 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

OVERTIME POLICY

- A. Employees required to work overtime at the end of their regular tour of duty shall be given at least one (1) hour advance notice before their regular ending tour of duty. If one (1) hour notice is not given, it will be at the employee's option to work the overtime

ARTICLE 15

LIGHT DUTY ASSIGNMENTS

- A. Light duty assignments in the crafts represented by the union will be determined by consultation between the union and management when the need arises.
- B. When an employee requires temporary light duty assignment, every effort will be made to retain the employee on his/her normal tour of duty.

ARTICLE 18

REASSIGNMENTS

All assignments in the Post Office in each craft under the jurisdiction of the union will be considered as one section for reassignment purposes.

ARTICLE 19

PARKING

- A. Parking spaces designated for use by employees will be assigned **on a first come, first served** manner.

ARTICLE 22

PRINCIPLES OF POSTING

- A. All vacant and newly-established craft duty assignments will be posted on all official bulletin boards for ten (10) calendar days.
- B. Within ten (10) days after the closing date for the posting (excluding December), the installation head shall post a notice listing the senior bidder(s) and their seniority date(s). The senior bidder meeting the qualification standards for the position shall be designated as the "successful bidder."

