

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

WheatRidge, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on **02/01/2012**, at WheatRidge, 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 WheatRidge employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

ARTICLE I

WASH-UP PERIODS

- A. Wash-up time will be used on an as needed basis, as currently practiced.

ARTICLE II

WORK WEEKS

- A. The regular work week shall consist of five (5) days with fixed days off. These days shall be consecutive, when possible.
- B. When automation or other technological changes cause the need to adjust bid assignments the parties at the local level shall have the authority, by mutual agreement to negotiate a rotational work week schedule.

ARTICLE III

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 MSC Manager/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 by the MSC Manager/Postmaster, 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 IV

FORMULATION OF LOCAL LEAVE PROGRAM

- A. The choice vacation period shall commence on the first full work week in January and continue through the last work week in December of the same year, all dates inclusive.
- B. Bidding
1. The bidding for choice vacation time will commence November 15th.
 2. There will be two rounds of bidding for selection of choice vacation time. The bids must be for a continuous number of days, not to exceed that which the employee is allowed under Article X of the National Agreement.
 3. Specific dates for each clerk to submit their bid will be made in advance of bidding under strict seniority basis.
 4. The top two (2) clerks in seniority will bid choice vacation period time first, then the next two (2) clerks in seniority, and so forth until all clerks have had an opportunity to bid during the choice vacation period.
 5. The second round of bidding for prime time will commence after completion and posting of the results of the first round. Bidding will be granted during the first two rounds by strict seniority. All leave granted after the first two rounds of bidding will be on a first come, first served and availability basis. Seniority shall prevail for requests submitted on the day requesting the same time period.
 6. Each round of bidding will be posted within twenty-four (24) hours of the bid due date closing for each seniority section of two (2) clerks. The next senior section of two (2) clerks will enter their bids the day after posting of the results of the previous bidding period. This process will continue until all clerks have entered their bids.
- C. Employees must submit PS Form 3971 (Vacation Period Selection) for leave bid under Item B above. It must be submitted in duplicate with the duplicate being returned to the employee upon approval or disapproval of the leave requested.
- D. On Union representative will be granted annual leave to attend state and National Conventions held by the Union. One additional clerk will be granted annual leave to attend conventions providing that it does not impair service standards. Such leave will not affect the employee's choice vacation time or be counted as part of the total leave for the office.
- E. The installation head shall give utmost consideration to employees requesting emergency leave. Emergencies shall include funerals, accidents, or serious illness in the immediate family. Immediate family is defined as the employee's wife, children, brothers or sisters, and the parents of either husband or wife.

F. Cancellation of Leave

1. Any employee who wishes to cancel bid annual shall be granted the privilege to do so, provided they give fifteen (15) calendar days notice in advance. The vacated period will be re-bid by seniority from the vacating employee down. If the vacated period is not awarded in accordance with the bid requirements it will be open for application to employees ineligible to bid. Request submitted in less than fifteen (15) days must be submitted in writing to the Chief Steward and Management.
2. If the canceled leave is submitted fifteen (15) calendar days in advance posting of the canceled leave will be for a period of five (5) days.
3. Under emergency situations, management will notify an employee that his leave is canceled at the earliest possible time, and only after all employees not on leave have been fully utilized. Cancellation will be on a juniority basis.

G. Sick leave for doctor's appointments which are made in advance for a specific date must be submitted as soon as the dates are known. Emergency situations will be granted without prior advance notice.

H. Beginning date of an employee's vacation period will start on Monday (for minimum of seven days) for two rounds of prime time bidding. On leave granted after the first two rounds of bidding the employee may select the day their vacation will begin.

I. The number of employees off on annual leave will be determined by the following percentages, provided that not more than two (2) employees from any skill group (i.e. window clerk, bulk mail, timekeeper) will be off at the same time.

1. 14% - 2nd week of March through August 31st (excluding the week of July 4th and the week of Memorial Day)
2. 10% - the remainder of the year

Prior to bidding choice vacation periods management and the Union will meet to determine whether the time period in 1. Above, can be expanded for that leave year only.

In applying the 14% and 10% requirement, any fraction over .51 will be rounded upward to the next highest whole number. Any fraction .50 or less will be rounded downward to the next whole number.

The percentages listed in 1. and 2. above apply to career and transitional employees.

J. The duration of the choice period for vacation may be extended on a year-to-year basis as agreed upon by both parties prior to posting for vacation period selection.

K. If a request for annual leave of less than a week outside the choice vacation period is submitted by the employee, personally to their supervisor at least seven (7) days prior to the

first day of the requested leave, a determination shall be made on such requests within seventy-two (72) hours of the submission of the request. If the employer fails to respond within the seventy-two (72) hours the leave shall be considered approved.

ARTICLE XIII

HOLIDAYS

- A. Selection of employees to work on their holiday shall be by tour as follows: (Qualifications will be a consideration)
1. Full-time regulars (voluntary by seniority)
 - (a) Regulars whose schedule includes that day as a holiday.
 2. Regulars whose schedule does not include that day as a holiday.
 3. Full-time regulars (non-voluntary by juniority)
 - (a) Regulars whose schedule includes that day as a holiday
 - (b) Regulars whose schedule does not include that day as a holiday.

ARTICLE XIV

- A. Employees required to work overtime at the end of their tour of duty shall be given at least one (1) hour advance notice, when possible.

ARTICLE XV

LIGHT DUTY ASSIGNMENTS

- A. Limited duty is a term used in conjunction with “on the job injury” and is not to be confused with light duty assignments.
- B. All requests for Light Duty must be made in writing to the installation head and contain medical evidence which specifies what duties the employee may safely perform, and how long the employee is expected to remain on light duty.
- C. Temporary Light Duty assignments for eligible regular clerks may include:
1. Performance of his regular assignment to the extent he is physically able, provided that normal accepted standards for the assignments are maintained.
 2. In addition, they may be assigned to other duties, and on such schedules as directed by management. All assignments are to be based on available work, and the ability of the employee to perform the assigned duties.

3. Extended light duty of more than thirty (30) days may require scheme knowledge or acquiring of new skills.
- D. In no event will light duty assignments deny any career employee of full employment.
- E. Nothing in this agreement can be interpreted to mean that the employee will be given preferred hours or days off because of light duty assignment.
- F. No regular employee shall be displaced from their regular assignment by the application of this Article.
- G. No unit or section shall be so over-staffed with light duty or limited duty employees that the regular employees in the unit are adversely affected.
- H. Craft crossing shall be kept to a minimum and shall have no adverse effect on the Clerk Craft.

ARTICLE XIX

PARKING

- A. Parking will be negotiated jointly with all other crafts when employee parking become available.

ARTICLE XXII

PRINCIPLES OF POSTING

- A. All bids will be submitted on Form 13 Office Memorandum. If an employee wishes his bid acknowledged, he must submit his bid in duplicate.
- B. Officials and supervisors will supply information regarding the assignment's posted.
- C. All clerks bidding an assignment are expected to fulfill all the requirements of the position.
- D. Changes (other than specified in Section E) which make the position substantially different from the job on which the holder of the position bid shall at the employees option be re-posted for bid.
- E. The following action shall cause a duty assignment to be re-posted:

- 1. A 50% change in the principle assignment area. (e.g. parcel post, box section, window or other location)
 - 2. A change in the starting time over one (1) cumulative hour.
 - 3. The addition or deletion of more than 50% of the essential scheme knowledge.
 - 4. Addition or removal of fixed credit unless otherwise agreed to by the Union and management.
- F. The Parties May Mutually Agree To Modify The Conditions For Re-Posting Depending On the Circumstances Of The Changes Provided The Conditions Are Not Inconsistent With The National Agreement.

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

 Craig Worley, Postmaster Date
 US Postal Service