

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

AMERICAN POSTAL WORKERS UNION

AND THE

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

ARTICLE 1

WASH-UP PERIODS

Reasonable wash-up time shall be granted to those employees who perform dirty work or work with toxic materials. In the event of dispute, consultation should be conducted between the Union and Management to decide the issue.

ARTICLE 2

ESTABLISHMENT OF FIXED OR ROTATING DAYS OFF

All Regular employees shall have a five-day workweek with fixed days off. The establishment of rotating-days-off scheduling may be considered in the event operational requirements change and mutual agreement between Union and Management is reached.

ARTICLE 3

GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

In the event of an emergency ordered by a federal, state or local authority because of flood, storm or other extreme environmental condition, or because of any situation that poses an immediate physical danger or is life-threatening, the Postmaster (or designee) shall determine the severity of the condition/situation as it affects Postal employees and operations and take the appropriate action to alleviate any danger to the employees. Upon making the decision to curtail Postal operations, the Postmaster (or designee) will seek the cooperation of local radio and television in notifying the public and Postal employees.

ARTICLE 4

ANNUAL LEAVE

- A. The Union and Management will meet once each year during October, to establish each facility's craft complements and determine the maximum number of employees to be allowed off each week during the upcoming leave year.
- B. **Employees who change Sections after all rounds are completed shall take their bids with them. If there is a vacant slot on the gaining sections calendar, the slot will be filled and the vacated leave will be posted from the vacated employee down.**

- C. Employees will be unavailable for duty on any N/S day, holiday or designated holiday that falls in conjunction with approved leave unless the employee requests otherwise in writing (PS 3971) prior to the posting of the affected service-week's schedule.
- D. All requests for Annual Leave, including cancellations, will be submitted to the A/L Calendar Committee in triplicate on PS-3971. Employees will be afforded reasonable time on the clock to review the leave calendar and submit leave requests.
- E. Jury Duty
 - 1. Leave for jury duty will not be considered part of **the bid annual calendar**. An employee summoned to jury duty during the employee's scheduled vacation will be given the opportunity to make another vacation selection, provided this does not deprive another employee of first choice for scheduled vacation.
- F. Union Business
 - 1. Up to two (2) employees (delegates) will be granted leave to attend the same State, Regional or National (Union) convention or assembly if requests for the leave are received prior to the beginning of the A/L bidding process. The leave will be considered part of the vacation plan for the facility to which the requesting employees are assigned. The employees will retain leave selection rights outlined below in (K).
 - 2. Subsequent requests for leave to attend an above-mentioned Union function will be granted pursuant to CBA Art. 24, Sec. 2.C.
- G. The local will appoint craft members from each facility to an A/L Calendar Committee who will be responsible for the maintenance of the facility leave calendars. Management will be notified as to which employees have been designated for the committees. Committee members will be afforded reasonable time on the clock to perform the calendar maintenance. Leave calendars will remain on the premises at all times. Separate leave calendars will be established and maintained for the Clerk and Maintenance Crafts.
- H. Choice Period shall be the entire leave year.
- I. Complements
 - 1. Up to thirteen percent (13%) of a facility's Clerk Craft complement will be allowed off at anytime, except as provided for below. A fractional employee of .5 or greater will constitute an additional employee off.
 - 2. Up to nine percent (9%) of a facility's Clerk Craft complement will be allowed off during the following periods: December 1 through December 24. (Applications for incidental leave by seniority on a first-come / first-served basis will be considered

depending upon the needs of the Service.) A fractional employee of .5 or greater will constitute an additional employee off.

3. Application of the above percentages will be effective on the beginning of the leave year.
4. One (1) Maintenance Craft employee from the Greeley installation will be allowed off at any time during the leave year.

J. Bidding

1. A/L bidding begins the first Monday in November. A/L policies, the effective date of the beginning of the new leave year and the schedule of bidding will be posted at least one week prior to that Monday.
2. Employees shall be entitled to two (2) basic rounds of vacation bidding.
3. Employees will be scheduled for bidding each day (M-F only) by seniority throughout the two (2) rounds. When an employee anticipates being unavailable on his/her assigned bidding day, a bid may be submitted to the Calendar Committee ahead of time. The Committee will place the employee's request onto the calendar on the appropriate day as long as availability exists. If an employee requests an opportunity to make up for having missed an assigned day of bidding, the Calendar Committee will grant the request by slotting the employee as the last to make selection(s) on the next available day. However, the employee must notify the committee prior to the completion of the round in which the assigned day occurred – otherwise, that round's selection(s) will be forfeited by the employee. Trading of **time slots** is prohibited.
4. Bidding will be limited to one (1) selection per round.
 - a. Employees who earn thirteen (13) days annual leave per year may make a selection of either five (5) or ten (10) days of continuous leave.
 - b. Employees who earn twenty (20) or more days of annual leave per year may make a selection of either five (5), ten (10) or fifteen (15) days of continuous leave.
5. Requests for additional leave – single days, partial or full weeks – may be submitted on the Monday immediately following the completion of the second round. Requests will be honored strictly by seniority.
6. Subsequent to the Monday referenced in (5) above the A/L calendar will be open on a first-submitted/first-granted basis for those employees applying for any additional leave. Requests are to be submitted no later than the Monday prior to the posting of the affected service week.
7. **Bid annual week will be Monday through Sunday.** The committee will block out all seven (7) days for full-week requests; however, nothing will prohibit an employee from utilizing forty (40) hours of leave solely because of unavailability of their N/S days.
8. Trading of leave is prohibited. No overlapping of leave will be allowed if the overlap results in exceeding the number allowed off.
9. Management will have up to 48 hours from the time a leave request is received in which to respond on PS 3971 to each request from each employee. Failure to respond in this time will constitute approval of the request.

10. When cancellation of full-week leave creates availability on the calendar, the vacancy will be posted immediately and for no more than seven (7) days. The leave will be awarded **from the employee junior to the canceling employee on down.**
 11. When any full-week is given up within less than seven (7) days of the posting of the affected service week, **management shall attempt to fill the vacancy unless service needs require otherwise.**
- K. Employees are responsible for ensuring sufficient leave balances to cover their leave selections. Forfeiture of previously approved leave may ensue should an employee run out of A/L during the course of the leave year (mitigating circumstances such as death in the family, long term illness, use of “early leave”, etc. will be considered). Forfeited leave will constitute a vacancy on the leave calendar and posted in accordance with the provisions in this agreement.

ARTICLE V

HOLIDAY SCHEDULING

- A. Management shall solicit volunteers for holiday work by posting the sign-up at least ten (10) days prior to the posting of the holiday week’s schedule.
- B. Employees scheduled for holiday work will be selected in the following order:

Regulars

1. Regular employees from the facility normally assigned and qualified for the work available who volunteer to work their holiday/designated holiday by seniority;
2. Regular employees from the facility normally assigned and qualified for the work available who volunteer to work their N/S day by seniority;
3. **Postal Support Employees (PSE)**
4. Regular employees from the facility normally assigned and qualified for the work available on their N/S day mandated by juniority
5. Regular employees from the facility normally assigned and qualified for the work available on their holiday/designated holiday mandated by juniority

ARTICLE VI

OVERTIME-DESIRED LISTS

- A. ODL's will be by craft **and section**.
- B. **Sections will be defined as Main Office and Downtown.**
- C. Employees on leave during the sign-up period shall have two (2) days to sign the ODL upon returning to work. Newly appointed regular employees shall have up to two (2) days to sign the ODL upon beginning their new assignment.
- D. At least one hour's notice for overtime will be given when service conditions allow. When the need to schedule an employee for work on his/her N/S day occurs, the employee will be notified prior to being on the schedule.

ARTICLE VII

LIGHT/LIMITED DUTY ASSIGNMENTS

- A. Assignments for light/limited-duty will be made in accordance with the provisions of the National Agreement. No regular employee shall be displaced from his or her assignment by the application of this article.
- B. Assignment to light/limited-duty positions, including specific work that may be performed, will be determined by medical documentation, Management and the Union on a case-by-case basis. In order to avoid improper allowances of cross craft assignments, management will consult with representatives from **the appropriate** union prior to assigning any employee work in a craft other than **their** own. Every effort will be made to accommodate an individual within **their** established hours of work.

ARTICLE VIII

SENIORITY, REASSIGNMENT, POSTING AND OTHER CRAFT ITEMS

- A. Management will provide the local with **updated seniority lists when requested**.
- B. Postings
 - 1. All newly established and vacant Clerk Craft duty assignments shall be posted for craft employees eligible to bid within twenty-eight (28) days; the Union will review the duty assignments prior to posting.

2. The local will make every reasonable effort to notify absent employees of the posting and bidding opportunity. Should an employee thus notified choose to have a bid submitted (or rescinded) on his/her behalf, the president (or designee) will be allowed to do so.
 3. Positions for bid will be posted for seven (7) **calendar** days.
 4. The successful bidder will assume assignment within twenty-eight (28) days.
 5. Bidders will be listed by seniority on bid results when pending requirements are involved.
 6. Management shall provide information regarding assignments posted for bid upon request, but shall neither advise any employee to bid or not to bid, nor refuse to consider a bid, nor request a bid to be withdrawn.
 7. Management shall provide the Union and each successful bidder with a copy of the position's details of assignment, incorporating CBA Article 37.3.E and to include the identification of the principal duty assignment and such items as stamp stock, relief and back-up duties.
 8. Each facility will maintain a file of all assignments, individually numbered, which shall be available for inspection by the Union.
 9. The local will be notified of any proposed change in an established assignment (notification constitutes a solicitation for discussion).
 10. Duty assignments will require reposting under the following conditions:
 - a. A change in the start time of more than two (2) hours (incumbent to have the option of accepting the new start time if within two (2) hours;
 - b. The principal assignment area is changed;
 11. The parties may agree to modify the conditions for reposting depending on the circumstances of the change provided the conditions are not inconsistent or in conflict with the National Agreement.
- C. Pursuant to CBA Article 12.5.C.4.a, when it is proposed to reassign employees excessed to the needs of a section within the Greeley installation, the following are identified as appropriate sections:
1. **Clerk Craft by juniority.**
 2. **Maintenance Craft by juniority.**
- D. Labor-Management Meetings
- A. **Local Labor/Management meetings shall be held in the Postmaster's office, or other mutually agreed upon place, as requested by either party at a mutually agreed upon date and time.**
 - B. **Agenda items for discussion at the monthly meeting shall be exchanged by the parties to this agreement. They will be submitted prior to the meeting date. Items submitted late will be discussed time permitting.**

ARTICLE IX

EMPLOYEE PARKING

Parking spaces (when available) are on a first come, first serve basis.