

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Morrison, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Morrison, 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 Evergreen employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

ARTICLE 1

WASH-UP PERIODS

A reasonable amount of wash-up time will be granted to all employees represented by the Denver Metro Area Local American Postal Workers Union. The amount of time should be determined by the type of work performed by the individual.

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 contact the postmaster or his designee, who shall determine the severity of the condition as it affects postal employees, and shall decide, within his or her authority, the necessity of granting administrative leave. Consideration shall also be given, within his or her 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 that an emergency condition exists which endangers the well being of a craft employee, such postal authorities 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. The union and management will meet during the period of October 15th and October 31st of the year preceding the leave year to resolve the following:
 - 1. Determine the maximum amount of bid annual leave that each employee may take based on the employee's seniority, per the National Agreement.
 - 2. Determine the method for the submission of applications for bid annual leave during the choice vacation period.
 - 3. Provide a program to guarantee that no employee will be required to forfeit any part of his or her annual leave (i.e., leave carried over in excess of 440 hours.)

- B. Bidding of annual leave during the choice vacation period shall be done on a seniority basis.
- C. The choice vacation period is **the entire year except December 1st - 23rd**.
- D. Determination of the beginning and ending of bid annual leave:
 - 1. Full-time employees with consecutive non-scheduled days - Bid annual leave shall begin following their two (2) scheduled days off.
 - 2. Employees with split days off - At their option, bid annual shall start on the day following their first non-scheduled day.
 - 3. All employees may, at their option, start annual leave on a Saturday, the first day of the basic service week.
 - 4. Any holidays or non-scheduled days which fall at the beginning or end of an employee's bid annual leave shall be considered as part of the leave.
- E. There shall be three basic rounds of bidding for bid annual leave as follows:
 - 1. During the first round, employees may request up to ten (10) or fifteen (15) days of continuous annual leave during the choice period (whichever is their entitlement, based on the National Agreement), or choose to split their selection into two choices of five (5) or ten (10) days, the total of which should not exceed their ten (10) or fifteen (15) day entitlement for the first round.
 - 2. Employees choosing to split their leave selection for the first round into two choices shall not be granted a second choice during the first round until after all eligible employees in each section have made an initial selection.
 - 3. During the second round of bidding (after completion of the first round), employees may request another ten (10) or fifteen (15) days of leave (whichever is their entitlement, based on the National Agreement), using the same rules as those applied in the first round.
 - 4. During the third round of bidding, employees may request leave for any remaining open periods, provided that they will have accrued enough leave by the time the leave is taken to cover the period of the leave.
- F. If an employee is called for jury duty, or attends a National, State or Regional Convention (Assembly) during the employee's scheduled bid annual leave, the employee is eligible to select another available period, provided this does not deprive any other employee of scheduled bid annual leave.
- G. Canceled choice period bid annual leave selections will be posted and awarded by seniority, provided that management receives at least one (1) week's notice of the cancellation.

- H. A minimum number of one (1) employee will be allowed off at one time during the choice vacation period, whether bid annual or other leave.
- I. Each employee will be provided official notice of the bid annual leave selection(s) approved for him or her.
- J. The beginning date of the new leave year will be posted on bulletin boards as close to November 1st as possible.
- K. Annual leave which has been granted or approved on a Form 3971, or entered on the master leave schedule by a supervisor, shall not be rescinded except in a serious emergency.
- L. Seniority shall prevail for incidental leave requests submitted on the same day requesting the same time period; otherwise, incidental leave will be on a first come, first served basis.

ARTICLE 13

HOLIDAYS

- A. Selection of employees to work their holidays shall be by tour as follows:
 - 1. Part-Time Flexible Employees (Volunteers by Seniority.)
 - 2. a) Regulars whose schedule includes that day as a holiday (**Voluntary by Seniority**).
 - b) Regulars whose schedule does not include that day as a holiday (**Voluntary by Seniority**).
 - 3. **Postal Support Employees (PSE).**
 - 4. All Remaining Part-Time Flexible Employees (Non-Volunteers by Juniority.)
 - 5. Regular Employees:
 - a) Regulars whose schedule includes that day as a holiday (**Non-Voluntary by Juniority**).
 - b) Regulars whose schedule does not include that day as a holiday (**Non-Voluntary by Juniority**).

ARTICLE 14

OVERTIME POLICY

If practicable, based upon operational needs, employees required to work overtime at the end of their regular tour of duty shall be given at least one (1) hour of advanced notice of the overtime.

When needed, overtime will be assigned in the following order:

- 1. PTF**
- 2. Volunteer (OTDL)**
- 3. Postal Support Employees (PSE)**
- 4. Non-Volunteers**

ARTICLE 15

LIGHT DUTY ASSIGNMENTS

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

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).
- C. The successful bidder must be placed in the new assignment **within 28 days**.
- D. Employees on leave during the posting period will be notified by mail of any vacant or newly-established craft duty assignments.
- E. When it is proposed to change the principal assignment area, the starting time, the duties and or the essential scheme knowledge of a duty assignment, the union and management will meet to determine the impact of such changes on the duty assignment.

F. In the event of a residual vacancy, the union and management will meet to determine the method for filling such a vacancy.

John A. Ancona, President
Denver Metro Area Local APWU

Date

Shana Mansfield, OIC
US Postal Service

Date