

***2010 LOCAL MEMORANDUM  
OF UNDERSTANDING***

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

**AND THE  
PARKER, COLORADO, POST OFFICE  
OF THE  
*UNITED STATES POSTAL SERVICE***

## **Parker, Colorado Memoranda of Understanding**

This Memoranda of Understanding is entered into on **September 19, 2011**, at Parker, 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 Parker 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 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.

## **ARTICLE 2**

### ***WORK WEEKS***

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. After a thorough review of Local Authority declarations of emergency conditions, Postal authorities will take prompt action to alleviate or control the danger. In taking this action, Postal authorities will take into consideration the advisements of local civil authorities, and the prevailing community response during the emergency situation. Whenever there is a question of whether postal operations should be curtailed, the local APWU president has the right to immediately discuss the situation with the Postmaster (or his designee.) Any adverse discussion by the Postmaster shall be subject to the grievance procedure.

At such times when an employee is outside the office and management communications to him regarding the emergency which may affect his well-being cannot be given him in a timely manner, it is natural for the employee to determine the proper actions to take based upon his mature good judgment; when and if such is done, he shall communicate with management as soon as possible.

- B. 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.
- C. In the event the heating, cooling and/or ventilation system becomes inoperable and results in abnormally warm or cold conditions affecting groups of employees, postal officials will make every reasonable effort to alleviate the problem.

## **ARTICLE 4**

### ***FORMULATION OF LOCAL LEAVE PROGRAM***

- A. At the request of either management or the union, a meeting will be held during the period of November 1st and November 30<sup>th</sup> of each year to discuss the provisions of the local leave program.
1. The final date for the submission of application for vacation periods of the employee's choice during the choice vacation period will be December 15<sup>th</sup>. The vacation schedule will be posted no later than the first day of the new leave year.
  2. Management will make reasonable effort to ensure that no employee will be required to forfeit any part of their annual leave.
  3. Bidding of annual leave during the choice vacation period shall be done on a seniority basis.
- B. The choice vacation period will begin on the first day of the new leave year and extend through the last full week which begins in November.
- C. A full-time employee's vacation shall begin following his two (2) scheduled days off. Employees with split days off may, at their option, elect to have their vacation start on the day following their first non-scheduled day. Any holiday which falls at the beginning or end of an employee's vacation shall be considered as part of the vacation.
- D. The employee may request up to ten (10) or fifteen (15) days of continuous annual leave on the first selection (whichever is his/her entitlement).
- E. A second choice of five (5) or ten (10) continuous days of annual leave shall be granted after all eligible clerks in each section have made their initial selection, provided the total does not exceed the ten (10) or fifteen (15) days above. There will be a second round of bidding after the above options have been met, using the same rules and limits as in round one (1). A third round of bidding will be held after completion of the second round of bidding using the same rules and limits as in the first two rounds. Employees may request bid annual leave up to the total amount of leave the employee will have accumulated by the time the leave is taken.
- F. An employee who is called for jury duty during the employee's scheduled 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 three (3) days notice is given.

- H. The maximum number of employees who will receive leave each week during the choice vacation period will be thirteen point five percent (13.5%) of the employee complement.
- 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 1<sup>st</sup> as possible.
- K. If a request for incidental annual leave 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 two (2) working days of the submission of the request. If the employer fails to respond within the two (2) working days, 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.

## **ARTICLE 13**

### ***HOLIDAYS***

- A. Selection of employees to work on their holiday shall be by tour as follows:
  - 1. **All Full-Time and NTFT employees who have volunteered to work on the holiday or their designated holiday.**
  - 2. **PSE employees**
  - 3. **Full Time and NTFT volunteer employees whose scheduled non-work day falls on the holiday and even though the payment of overtime is required, by seniority.**
  - 4. **Full time and part time regular non-volunteer employees whose scheduled non-work day falls on the holiday and even though the payment of overtime is required, by juniority.**
  - 5. **Full time and part time regular employees who have not volunteered to work their holiday, by juniority.**

## **ARTICLE 14**

### ***OVERTIME POLICY***

- A. Employees required to work overtime at the end of their regular tour of duty shall be given as much notice as possible. Management will make every effort to give at least one (1) hour notice.
- B. Overtime desired lists shall be posted (by tour) for scheduled days off, and for before and after tour. Employees may volunteer for either list, or both. (Employees who sign either list will be considered as overtime volunteers for the purposes of determining whether to utilize non-volunteers for overtime, whether before and after tour or for scheduled days off.)

## **ARTICLE 15**

### ***LIGHT DUTY ASSIGNMENTS***

- A. If an employee is unable to perform their regular duties due to illness or injury, but is able to perform work within specified restrictions, management will make every effort to provide light duty work as available. If a conflict arises, there will be consultation between the union and management.
- 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 22**

### ***PRINCIPLES OF POSTING***

The following changes will cause a duty assignment to be reposted:

- A. Any change in the principle assignment area (e.g. tour, station, branch or facility)
- B. A fifty percent (50%) change in duties
- C. The incumbent, at their option, with the approval of the Denver Metro APWU, shall have the right to accept or reject the job in the following circumstances:
  - 1. Any cumulative change in starting time of more than one (1) hour provided that any change that take a duty assignment to a different tour must be re-posted.
  - 2. Addition or deletion of any scheme

3. Adding a financial accountability which is not a requirement of the position in accordance with the standard job description.
- D. The parties may mutually 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.

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John Ancona, President  
Denver Metro Area Local APWU

Date

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Sid. D. Henderson, Postmaster  
US Postal Service

Date