

***2010 LOCAL MEMORANDUM  
OF UNDERSTANDING***

**BETWEEN THE**

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

**AND THE**

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

## **Arvada, Colorado Memoranda of Understanding**

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

## **ARTICLE 1**

### ***WASH-UP PERIODS***

Employees who perform dirty work or work with toxic materials shall be granted wash up time before lunch and at the end of their tour for a reasonable period, not to exceed five (5) minutes.

## **ARTICLE 2**

### ***WORK WEEKS***

Newly established full time work week schedules will consist of five (5) consecutive days and two (2) consecutive lay off days, when practicable.

## **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. Any decision to curtail or terminate postal operations is the exclusive right and responsibility of the management of the Arvada Post Office. The safety and health of all employees will be considered when making decisions effecting such safety and health. Conditions such as: severe weather, sometimes identified as Acts of God, civil disorders or other emergency situations will determine the need for such action.
- B. It is the policy of management for the Arvada Post Office to consider requests for administrative leave, in connection with the above stated conditions, as they relate to Part 519.211 of the Employee and Labor Relations Manual (ELM). If the requesting employee has made a reasonable effort to report to work and has been prevented from doing so according to the criteria of the ELM, administrative leave will be granted. If these conditions are not met, annual leave or leave without pay will have to be taken.
- C. It is acknowledged that management will obey all lawful civil orders as they might effect curtailment or termination of postal operations.
- D. Any employee denied access to the Arvada Post Office under such circumstances will be instructed to report for work at another postal installation. If work is not available elsewhere, effected employees will be granted administrative leave.

## **ARTICLE 4**

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

- A. Annual leave will be granted to employees in accordance with the National Agreement. Sections for annual leave bidding shall be done by installation and as follows:
1. Main Office (Not to exceed 20% of window qualified clerks off during any week of the choice vacation period, where any fraction is rounded to the next whole number.)
  2. Indian Tree Station (Not to exceed 20% of window qualified clerks off during any week of the choice vacation period, where any fraction is rounded to the next whole number.)
  3. If, during the term of this agreement, any new offices are opened the Union and Management will meet to determine sections.
- B. The leave year will begin on the first full day of the first full pay period of the calendar year, and will extend through the last full week in November. A notice will be posted on the APWU bulletin board not later than November 1<sup>st</sup>, each year, to publicize the beginning date of the official leave year.
- C. Annual leave bidding will commence on December 1<sup>st</sup> and will be closed December 20<sup>th</sup>.
- D. The choice vacation period shall begin with the second full pay period of the calendar year and will end with the last full week in November. Also included in the choice vacation period will be the week prior to Christmas, beginning December 19<sup>th</sup> and the four (4) weeks following Christmas beginning December 26<sup>th</sup> provided that only seven (7) percent of the authorized clerk complement will be permitted to take annual leave during the three (3) week period following December 19<sup>th</sup>.
- E. Full time employee's vacation shall begin following their two (2) scheduled days off. Employees with split days of shall, at their option, either begin their annual leave on Saturday prior to their first day off or the first work day following the first scheduled day off.
- F. The number of clerks allowed to take annual leave each week during the choice vacation period will be determined each year prior to the commencement of leave bidding on December 1<sup>st</sup>. Fourteen (14) percent of the authorized clerk complement will be permitted to take annual leave each week during the choice vacation period. In the event the fraction is .5 or less, the fraction will be rounded down. In the event the fraction is .6 or more, the fraction will be rounded upward.
- G. Employees may, at their option, select two (2) periods of either 5 or 10 days during the choice vacation period. One (1) selection of 15 days will be allowed.

- H. Attendance at National or State Union Conventions will be charged to the choice vacation period.
- I. All annual leave bids, unless rejected in writing, will be considered approved as bid and the official leave chart will be considered official notification to each employee of approved leave.
- J. Applications for annual leave submitted after the close of regular leave bidding procedures may be presented to an immediate supervisor. Such applications will be considered on a first come, first served basis. If the request is submitted to the immediate supervisor seven (7) days prior to the first day of 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. Application for emergency leave will be approved as justified. If no leave is requested for National or State Union Conventions during the regular bidding process and unbid leave is available after the close of regular bidding, subsequent bids to attend these conventions will be granted within the limits of restrictions stated in items F and N of this article. All leave applications will be submitted on PS Form 3971.
- K. Employees may cancel annual leave.
- L. Canceled choice vacation periods will be posted for all employees provided seven (7) calendar days notice is given by the vacating employee prior to the date the leave would have begun. Awarding of canceled choice vacation periods will be by seniority from the vacating employee on down.
- M. During the second round of bidding, employees may bid the rest of their annual leave earned in that leave year. At the conclusion of the second round of bidding, a third round will commence for employees to bid their remaining accrued leave.
- N. At the close of regular annual leave bidding any remaining leave weeks in the choice period will be open for incidental leave requests. Provided the requests are received and approved no later than the Wednesday prior to the leave week requested. Requests for whole weeks will take precedent of partial weeks for requests submitted on the same day. Requests submitted outside these limits will be considered according to the ELM. Leave will be granted up to limits outlined in Section F of this article on a first come, first served basis. Seniority shall apply for those applications submitted on the same day except as stated above.

## **ARTICLE 13**

### ***HOLIDAYS***

- A. The following method of selecting employees to work on holidays will be:
1. Volunteers with the necessary skills **whose schedule includes that day as a holiday.**
  2. Volunteers with the necessary skills **whose schedule does not include that day as a holiday.**
  3. **Postal Support Employees (PSE).**
  4. **Non-Volunteers – holiday**
  5. **Non-Volunteers**

## **ARTICLE 14**

### ***OVERTIME***

- A. Section for overtime will be the same as those listed under annual leave bidding. Prior to mandating overtime within a section consideration will be given based on availability, to those employees on the overtime list in other sections with the same facility.
- B. Employees converting to regular or employees assigned to a new section shall be allowed five (5) working days once in the section to place their name on the bottom of the current overtime list. Employees on leave during the entire soliciting period of the “Desired List” shall be given the opportunity to sign the Desired List within five (5) days of their return.
- C. When possible, management will schedule end of tour overtime at least one (1) hour in advance of such overtime. When circumstances of the situation make it less than one (1) hour notification, management will make every effort to excuse the employees on an individual basis.

## **ARTICLE 15**

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

- A. Requests for light duty must be made in the following manner:
1. Requests must be submitted in writing to the Postmaster, accompanied by a doctor’s statement as to the type of duty the employee is capable of performing and the possible duration of the disability.
  2. The Postmaster will consult with the Union President as to the possible duties for assignment. Any duties assigned will not be on a “make work” basis.

3. When a temporary light duty assignment is agreed upon, management will inform the employee in writing, within three (3) days, of the following:
  - a. Type of work
  - b. Tentative hours
  - c. Tentative length of assignments
4. Light duty assignments shall be extended by following the above outlined requirements.
5. If more than one (1) employee applies for light duty assignment, the available hours shall be shared by all assignees.

## **ARTICLE 18**

### ***REASSIGNMENTS***

Reassignment sections shall be by station and tour. Sections for reassignments within the installation will be by tour as follows:

1. Indian Tree Station
2. Main Post Office
3. If, during the term of this agreement, any new offices are opened, the Union and Management will meet to determine sections.

## **ARTICLE 19**

### ***PARKING***

Parking spaces will be provided for all Clerk Craft employees at the Arvada Main Office and Indian Tree Station and will be on a first come, first served basis. Should an issue arise where there are insufficient parking spaces, seniority will then be the determining factor.

## **ARTICLE 22**

### ***PRINCIPLES OF SENORITY AND POSTING***

A. The following actions shall cause a duty assignment to be reposted:

1. A change in the starting time over one (1) cumulative hour.
2. A sixty (60) percent change in the duties.
3. Over a fifty (50) percent change in principle assignment area (e.g., Tour, Station, Branch or Facility).

- B. In the event all jobs of an entire tour are to be changed in excess of one (1) hour, the incumbent employees will have the option to accept or reject. If the employee options to reject the job, then the job will be posted for bid.
- C. Long term vacancies (three (3) weeks or longer) due to illness, annual leave or for whatever purpose shall be filled by detail provided FLSA is not violated. Detailing of employees shall be voluntary by seniority and qualifications must be considered.
- D. The parties may mutually agree to modify the conditions for re-posting depending on the circumstances of the change, provided that the conditions are not inconsistent or in conflict with the National Agreement.

## **ARTICLE 23**

### ***REPRESENTATION***

- A. Labor/Management meetings between the installation head or his appointed representative, and appropriate representatives of the APWU shall be held at least once each month.
- B. Employee representatives on official time shall be limited by the terms of the National Agreement.
- C. Labor/Management meetings shall not exceed one (1) hour in duration. This time may be extended by mutual consent of both parties.
- D. An agenda of items to be discussed by either party at such meetings must be submitted in writing to the other party 24 hours in advance.
- E. No items may be introduced into a Labor/Management meeting if they are not on the agenda, unless mutually agreed to by both parties.

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

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Jose Negrón, Postmaster                      Date  
US Postal Service