

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Brighton, Colorado Memoranda of Understanding

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

ARTICLE 1

WASH-UP PERIODS

Reasonable wash-up time will be allowed for those clerks and maintenance employees who perform dirty work or work with toxic materials. When appropriate, the wash-up time will be granted just prior to lunch and just prior to the end of daily duties. In the event of disputes, the Union steward may consult with the supervisor.

ARTICLE 2

WORK WEEKS

Newly established work week schedules will consist of five (5) consecutive days and two (2) consecutive lay off days, if possible. 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. In the event split days off are anticipated, the Union and the Installation Head shall meet prior to the posting to consider all alternatives.

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 notify the 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 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 upon the above principles

ARTICLE 4

FORMULATION OF LOCAL LEAVE PROGRAM

- A. The beginning date of the leave year shall be publicized and posted no later than November 1st of each year.
- B. During November 5th through January 5th of each year, every employee will be contacted on an individual basis to determine his/her choice periods of leave for that year.
- C. Annual leave shall be granted by seniority and craft by tour. The percentage off during the choice vacation period will be 12%
- D. The choice vacation period shall be the entire calendar year excluding the first full week after Thanksgiving, through Christmas Day. One (1) employee on each Tour (Tour 1 and Tour 2) will be allowed off the service week in which Christmas falls and will be part of the bid Annual Leave process. Any time period less than a full week, following Christmas Day will be open to application by seniority in accordance with the percentage and sections agreed to under bid annual.
- E. Employees shall be entitled to two (2) rounds of vacation bidding.
- F. At the employees option, during either round of bidding, the employee shall elect one or both or the following options:
 - Option 1: Ten (10) or Fifteen (15) days of continuous annual leave.
 - Option 2: Split vacation in increments of five (5) days and five (5) days or five (5) days and ten (10) days provided the total does not exceed what the employee earns for that year.
- G. Leave bid on the 1st and/or 2nd round of bidding shall begin following the employee's two (2) lay off days. Employees on Tour 2 with split days off, or consecutive days off Monday through Friday shall have the choice to change their days off prior to and following bid annual, and shall not incur out of schedule pay. No employee will be required to work overtime on a scheduled day off prior to or after bid annual leave. The changes shall be :
 - 1. Tour 2 Manual Operations-Saturday and Sunday.
 - 2. Any changes resulting during the term of this agreement will be mutually agreed to between management and the union.
- H. Employees shall have a 24 hour period to make their selection. Should the employee be unavailable to make their choice within 24 hours, they will leave five choices in order of their

preference. Management will slot their most preferred choice that is open into the bid annual leave schedule.

- I. The second round of bidding shall commence immediately following the completion of the first round of bidding.
- J. Employees shall not be required to work non scheduled days off immediately prior to and following bid annual, except as is provided for in #G above. Holidays immediately preceding or following bid periods of annual leave shall be considered as requested leave.
- K. On approvals or disapproval's of annual leave requests, the copy of the 3971 shall be returned to the employee. Disapproved requests shall state the reason and be signed.
- L. All vacation period schedules as pertaining to the 1st and 2nd round of bidding shall be posted in a conspicuous place.
- M. A request to vacate periods of leave shall be submitted in writing by the employee to management with a copy to the Chief Steward. Such requests must be submitted in writing at least ten (10) days prior to the beginning period of the annual leave. Requests submitted in less than ten (10) days must be approved by management and the Chief Steward.
- N. All requests submitted in the ten (10) days as specified under #M above shall be posted for five (5) days. The vacated period will be awarded by seniority from the vacating employee down within 48 hours following the bid closing. Vacated periods submitted in less than ten (10) days and approved by management and the Chief Steward shall be open to application by seniority.
- O. In the event an employee is summoned for jury duty or military leave that interferes with any previously bid vacation, the Postmaster shall grant a replacement period.
- P. Attendance at National and State Conventions (assemblies) by delegates shall not be charged to the vacation complement defined in #E.
- Q. Exceptions to the above shall be by mutual agreement between the local president or his designee, and the Installation Head.
- R. Employees may be granted annual leave, LWOP or change of schedule to attend official union activities. Said leave shall be outside the annual leave complement defined in #E.

S. Requests for leave other than annual leave bidding procedure:

1. If a request for annual leave other than 1st or 2nd rounds of bidding is submitted by the employee seven (7) days prior to the first day of the requested leave, a determination shall be made on such requests within 48 hours of the submission of the request. Requests for leave must be handed to the Supervisor in duplicate. The supervisor will sign and date the 3971 and will return the duplicate copy to the employee immediately. If the employer fails to respond, the leave shall be considered approved.
2. Seniority shall prevail for requests submitted on the same day requesting the same time period. Otherwise, annual leave will be on a first come, first served basis.

ARTICLE 13

HOLIDAYS

A. Selection of employees to work on their holiday shall be by section as defined under Annual Leave.

1. Full Time Regulars (Voluntary by Seniority).
 - a. Regulars whose schedule includes that day as a holiday.
 - b. Regulars whose schedule does not include that day as a holiday.
2. PSE's
3. Full and Part-Time Regulars (Non-Voluntary by Juniority).
 - a. Regulars whose schedule includes that day as a holiday.
 - a) b. Regulars whose schedule does not include that day as a holiday

ARTICLE 14

OVERTIME POLICY

- A. Overtime desired lists will be established by tour.
- B. Employees required to work overtime at the end of their regular tour of duty will be given at least one (1) hour advanced notice before their regular ending tour of duty when possible. When the one (1) hour notice has not been given, the employee may stay on a voluntary basis.

ARTICLE 15

LIGHT DUTY ASSIGNMENTS

- A. Light duty assignments shall be made only in accordance with the provisions of the National Agreement.
1. The employer shall make every effort to find suitable duties which meet the employee's physical limitations.
 2. First consideration for light duty assignments within the APWU crafts shall be given to APWU craft employees within their respective crafts.
 3. When the need arises for an APWU craft employee(s) to be assigned to a permanent or temporary light duty position, the local president and/or his designated representative and the employer will meet at the union's option to determine suitable work for that individual(s).
 4. Management will make reasonable effort to assign light duty commensurate with the normal work hours of the full time regulars. Consideration will be given to ill or injured part time flexible employees commensurate with Article VII, Section 1.A.2 of the National Agreement.

ARTICLE 18

REASSIGNMENTS

Sections for reassignment purposes shall be by tour.

ARTICLE 19

PARKING

- A. With the exception of the three (3) parking spaces reserved for management personnel and the spaces reserved for postal vehicles, employees may use the parking lot on the north side of the Post Office facility on a "first come" basis between 5:30 PM and 7:00 am.
- B. Management will determine how many parking spaces are available for employees. DMAL represented employees will receive that proportion of the total number of spaces as the total number of DMAL represented employees bears to the total number of craft employees on Tour 2 in the station. Assignment of spaces will be by seniority at the station or unit, upon concurrence of the parking committee designated in C below.

- C. A Parking Committee will be formed comprised of the Postmaster or his/her designee, the Brighton Chief Steward and the APWU, DMAL Coordinator. They will meet when the need arises to make every effort for additional parking.

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. At the close of the posting period, the senior qualified bidder must be placed in the new assignment the second Saturday following the bid and award closing date.
- C. When during or at the end of the deferment period a senior bidder qualifies, he/she must be placed into the new assignment on the second Saturday following qualification.
- D. Management shall provide the union with a copy of the bid and the awarding.
- E. 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 change of fifty (50) percent of the required scheme knowledge.
 - 3. A fifty (50) percent change in the posted duties.
- F. The Parties may mutually agree to modify the conditions for re-posting depending on the circumstances of the changes provided the changes are not inconsistent or in conflict with the National Agreement.

LETTER OF INTENT

NEW FACILITIES

When a new facility is opened, management will notify the Union as soon as possible so the parties can meet to negotiate appropriate LMOU language (i.e. sections for bid annual, OT, reassignment, etc).

John A. Ancona, President
Denver Metro Area Local APWU

Date

Lorena Blum, Postmaster
US Postal Service

Date