

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Broomfield, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Broomfield, 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 **2010** Memoranda of Understanding under the conditions stipulated by the arbitrator.

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** 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 Broomfield employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

ARTICLE 1

WASH-UP PERIODS

- A. A reasonable time will be granted all workers represented by the Denver Metro American Postal Workers Union for wash-up time prior to lunch and end tour. The time should be determined by the type of work performed by the individuals.
- B. In the event of disputes, consultation should be conducted between the union and management to decide the issue.

ARTICLE 2

WORK WEEKS

- A. 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. Consultation with the union will be held for this purpose.
- B. If the need arises to consider posting an assignment with rotating or fixed split days off, the parties will meet and make every effort to minimize any possible adverse impact on the employees in the office.**

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 authority, the necessity of granting appropriate leave. Consideration shall also be given, within his authority, to grant appropriate 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 on the above principles.

ARTICLE 4

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Each year, on the first working day after November 30th, management and an APWU steward will review **the** clerk complement to determine the number of clerks allowed to bid annual leave each week. Bidding for vacations will begin the first week of December for the following year, and will be completed by December 30th each year. Clerks shall be entitled to three (3) rounds of vacation bidding.
- B. Employees will not request, or bid, more leave than will be credited to that employee at the time of his/her annual leave. Employees shall exercise care to request sufficient leave so as not to forfeit any part of their annual leave. No employee will be required to bid annual leave that would reduce his/her accumulation below 440 hours at the end of the leave year being bid.
- C. During the First Round:
1. Employees who earn thirteen (13) days of annual leave per year will be permitted to bid up to ten (10) days (two weeks) of annual leave in units of two 1 week periods, or one 2 week period, during the first go-around of bidding for annual leave by seniority.
 2. Employees who earn 20 or 26 days of annual leave per year will be permitted to bid up to fifteen (15) days (three weeks) of annual leave in units of one continuous period of three weeks, or a period of two weeks and a period of one week, or a period of one week and one week, during the first go-around of bidding for annual leave by seniority.
- D. There shall be two (2) additional go-arounds of bidding for vacation annual leave as follows:
1. During the second go-around of bidding, all employees will be permitted to bid up to two (2) additional weeks of annual leave by seniority.
 2. During the third go-around of bidding, each employee will be permitted to bid up to his or her remaining leave balance, including leave which will accrue during the current leave year by the time the leave is taken. Bid annual leave will be approved until such time as the annual leave board is filled.
- E. The choice vacation period shall begin the second full week of January and continue for 46 consecutive weeks. Also included in the choice vacation period will be the week of Christmas and the first two (2) full weeks following Christmas Day, December 25th. (The full week shall be considered Monday through Friday.)

- F. All vacations shall begin on Monday. Exceptions may be granted by mutual agreement. Any holiday which falls at the beginning or end of the employee's vacation shall be considered as part of the vacation.
- G. A minimum of twelve point five percent (12.5%) of the employees in each APWU craft at each office (physical building location) will be permitted to take leave at one time during the choice vacation period. (A fraction of point five (.5) or greater will be rounded up to the next whole number. Any other fractional amount will be dropped.)
- H. Exception to the calculation described in Section G. above: A minimum number of one (1) employee will be permitted to take leave the week of Christmas (see E. above) and during the first two (2) full weeks following Christmas Day, December 25th. (Management will determine whether either of the two minimum numbers described in Sections G. and H. of this article may be exceeded.)
- I. The vacation schedule will be posted as soon as completed. A copy will be given to APWU stewards.
- J. In order to invoke the re-posting requirements of this section, a clerk vacating full weeks of the vacation period will be required to give at least ten (10) calendar days notice in writing of their intention. Any such vacation period shall be posted for five (5) calendar days. Bids will be open for only a vacated period of at least one full week. Canceled choice vacation periods will be posted and awarded by seniority from the vacating employee on down.
- K. Any employee covered by this agreement who is called for jury duty during his scheduled choice vacation period will be eligible for another choice vacation period.
- 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.
- M. For annual leave requests, other than the annual bidding procedure described above, submitted by the employee personally to their supervisor at least seven (7) days prior to the first day of the requested leave the employee shall be notified of whether or not the leave has been approved within forty-eight (48) hours of the submission of the request. If the employer fails to respond within the forty-eight (48) hours, the leave shall be considered to be approved.
- N. Incidental leave requests (requests for leave other than bid annual leave) should also be handled in accordance with the following procedures:
 - 1. Incidental leave requests submitted on the same day by different employees: The leave request submitted by the more senior employee should be given first consideration.

2. Incidental leave requests submitted on different days by different employees: The leave requests should be handled on a first-come, first-served basis.
3. Approval of incidental leave is subject to management's discretion, and should take into consideration the needs of the Postal Service and the needs of the employee.

ARTICLE 13

HOLIDAYS

A. Selection of employees to work on their holiday shall be by tour as follows:

1. **Regulars voluntary by seniority whose schedule includes that day as a holiday.**
2. **Postal Support Employees (PSE)**
3. **Regulars voluntary by seniority whose schedule does not include that day as a holiday.**
4. **Regulars whose schedule includes that day as a holiday, non voluntary by juniority.**
5. **Regulars whose schedule does not include that day as a holiday, non voluntary by juniority.**

ARTICLE 14

OVERTIME POLICY

- A. Employees required to work overtime at the end of their regular tour of duty shall be given at least one (1) hour advance notice before their regular ending tour of duty when possible.
- B. Overtime desired lists will be established by tour and office (physical building location).

ARTICLE 15

LIGHT DUTY ASSIGNMENTS

- A. Management will make every effort to provide appropriate light duty assignments for ill or injured employees within the Clerk Craft, provided these assignments are consistent with the medical recommendation and service needs as determined by management. Temporary light duty assignments may include, but are not limited to, the following examples:

Normal office work consistent with the medical recommendation, and other office duties within the Clerk Craft as deemed essential by management. The balance of the Clerk's day, when performing on such an assignment, will be charged to leave, unless additional work is available within the medical recommendation that would otherwise require overtime to

accomplish, provided that the ill or injured employee is capable of performing these assigned duties within a reasonable time allowance granted for these duties.

ARTICLE 18

REASSIGNMENTS

- A. All assignments in the Post Office in each craft under the jurisdiction of the union will be considered as one section for reassignment purposes.
- B. If, during the term of this agreement, any new offices are opened within the Broomfield Post Office, the union and management will meet to discuss new sections for reassignment purposes.

ARTICLE 19

PARKING

The parties shall jointly establish a Parking Committee (as a sub-committee of the local Labor-Management Committee, in accordance with the National Agreement.) This Parking Committee shall meet no less frequently than once a quarter to discuss and establish parking rules and procedures for the office. The mission of the Parking Committee shall be to ensure fairness and consistency with regard to parking assignments amongst all employees in the office. Special consideration shall be afforded to parking for handicapped employees. The parties agree that the Parking Committee is open to all crafts in the office, and that the committee should include equal numbers of representatives from each craft.

ARTICLE 22

PRINCIPLES OF POSTING

- A. All vacant and newly-established craft duty assignments will be posted on all official bulletin boards for seven (7) calendar days.
- B. Employees on leave during the posting period will be notified by mail of any vacant or newly-established craft duty assignments.
- C. Awarding of vacant and newly established craft duty assignments posted for bid will be by seniority. At the end of the seven (7) day posting period, the postmaster shall post within four (4) working days, the results of the bidding. If the employee is qualified, the employee will be placed into the position within twenty-one (21) days. If the employee does not meet the qualifications, the award will be made in accordance with the provisions of the National Agreement.

D. The following action shall cause a duty assignment to be re-posted:

1. Any change in the principle assignment area.
2. A change in the starting time over one (1) cumulative hour.
3. Addition or deletion of more than fifty (50) percent of the essential scheme knowledge.
4. A fifty (50) percent change in the duties.

E. 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.

Exception: Employee's positions which are changed from fixed split days off to rotating days off for the first time under this memo shall not be required to be re-posted.

John A. Ancona, President
Denver Metro Area Local APWU

Date

Cheryl J. Major, Postmaster
US Postal Service

Date