

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Conifer, Colorado Memoranda of Understanding

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

ARTICLE I WASH-UP PERIODS

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 individual.

In the event of disputes, consultation should be conducted between the Union and management to decide the issue.

ARTICLE II 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. Consultation with the union will be held for this purpose.

ARTICLE III 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 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 area.
- 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 IV

FORMULATION OF LOCAL LEAVE PROGRAM

- A. A meeting between the Union and management will be held during the period of January 2nd and January 31st of each year to resolve the following:
1. Determine the maximum amount of leave that may be taken based on the employee's seniority.
 2. Determine the final date for submission of applications for vacation period of the employee's choice during the choice vacation period, in any event, the vacation schedule will not be posted later than March 1st of each year.
 3. Provide official bulletin board notice to each employee of the vacation schedule approved for him/her.
 4. Provide a program to guarantee that no employee will be required to forfeit any part of their annual leave.
- B. The choice vacation period will begin on the 3rd full service week in January of the bid year, and end on the last full service week of November (for bid annual purposes a service week is defined as Monday through Sunday).
- C. Bid leave for all employees will be Monday through Saturday. Any holiday which falls at the beginning or end of an employees vacation shall be considered as part of the vacation. PTF employees will not be required to work the Sunday prior to or after bid leave.
- D. The employee may request up to ten (10) or fifteen (15) days (whichever is his/her entitlement) of continuous annual leave on the first selection during the choice vacation period.
- E. Bidding of annual leave during the choice vacation period shall be done on a seniority basis.
- F. Canceled choice vacation selections will be posted and awarded by seniority from the vacating employee on down.
- G. Any employee covered by this agreement who is called for jury duty during his scheduled choice vacation period is eligible for another choice period.
- H. A maximum number of employees who will receive leave each week during the choice vacation period will be determined at the January planning meeting.

- I. The beginning date of the new leave year will be posted on bulletin boards as close to November 1st as possible.
- J. 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.
- K. If a request for annual leave, other than the choice bidding process, is submitted 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 48 hours of the submission of the request. If the employer fails to respond within the 48 hours, the leave shall be considered approved.

ARTICLE XIII HOLIDAYS

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

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

ARTICLE XIV 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.

ARTICLE XV LIGHT DUTY ASSIGNMENTS

- A. Light duty assignments in the crafts represented by the Union will be determined by consultation between the Union and management when the need arises.
- 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 XVIII REASSIGNMENTS

All assignments in the Post Office in each craft under the jurisdiction of the union will be considered as one section for reassignment purposes.

ARTICLE XIX PARKING

- A. Parking spaces shall be assigned to Denver Metro APWU members in the following manner:
 - 1. First priority to car pools
 - 2. Second priority to individual spaces based on seniority.

ARTICLE XXII 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 three (3) working days, the results of the bidding. If the employee is qualified, the employee will be placed into the new position the next pay period. 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.

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

Pamela Vaughn, Postmaster Date
US Postal Service