

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

AMERICAN POSTAL WORKERS UNION

AND THE

EVANS, COLORADO, POST OFFICE

OF THE

UNITED STATES POSTAL SERVICE

Evans, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____ at Evans, 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 **2006** 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 Evans employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

ARTICLE 1

WASH-UP PERIODS

When an employee is assigned to perform dirty work, or work with toxic materials, the employee will be allowed reasonable wash-up time.

ARTICLE 2

WORK WEEKS

There will be fixed days off for all full-time regular clerks.

ARTICLE 3

GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

ARTICLE 4

FORMULATION OF LOCAL LEAVE PROGRAM

The installation head or designee shall meet with representatives of the **Denver Metro Area Local** APWU to review local service needs as soon after January 1st at practicable. The installation head shall then determine a final date for submission of applications for vacation period(s), as provided for in Article 10 of the National Agreement. Choice vacation shall be awarded as provided for in Article 10, Sections 3.D.1,2,3 of the National Agreement and this LMOU. Choice vacation leave is to be granted on a seniority basis. When employees cancel previously approved annual leave at least two weeks before schedule is posted, this leave time, in full weeks only, will be posted on a first come, first served basis, only to employees who have not previously bid their full 2 or 3 week entitlement.

ARTICLE 5
THE DURATION
OF THE CHOICE VACATION PERIOD

Choice vacation period will be the **entire leave year**.

ARTICLE 6
THE DETERMINATION OF THE BEGINNING DAY OF
AN EMPLOYEE'S VACATION PERIOD

The beginning day of the employee's choice vacation period shall be Monday of the selected week(s). Upon written request on PS 3971 at the time of submission, the Saturday before the bid week may be taken in lieu of the Saturday at the end of the bid week, provided the Saturday previous to the selected week has not been bid.

ARTICLE 7
WHETHER EMPLOYEES AT THEIR OPTION
MAY REQUEST TWO SELECTIONS
DURING THE CHOICE VACATION PERIOD,
IN UNITS OF EITHER 5 OR 10 DAYS

Employees may request two selections during the choice vacation period in units of five (5) or ten (10) days. The total leave approved can not exceed the number of days authorized in Article 10, Section 3.D.1,2 or 3, as appropriate. There will be two rounds of bidding. Each employee will be notified of their sign-up date, and will have 24 hours to sign the calendar during each round.

ARTICLE 8
***WHETHER JURY DUTY AND ATTENDANCE AT
NATIONAL OR STATE CONVENTIONS SHALL BE
CHARGED TO THE CHOICE VACATION PERIOD***

When an employee expresses a desire to attend National or State conventions before annual leave bidding begins, the leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National Agreement. In the absence of any expressed desire, such time will not be blocked off, and the entire choice period will be available for bid annual leave. An employee who serves on 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 their chosen scheduled vacation.

ARTICLE 9
***DETERMINATION OF THE MAXIMUM NUMBER OF
EMPLOYEES WHO SHALL RECEIVE LEAVE EACH
WEEK DURING THE CHOICE VACATION PERIOD***

The maximum number of employees allowed off during the choice vacation period will be one (1). This will be in accordance with Item 4 of this memorandum.

ARTICLE 10
***THE ISSUANCE OF OFFICIAL NOTICES TO EACH
EMPLOYEE OF THE VACATION SCHEDULE
APPROVED FOR SUCH EMPLOYEE***

Requests for all vacation periods will be submitted using duplicate PS Form 3971. If approved or denied, a copy of the PS Form 3971 will be returned to the employee.

ARTICLE 11
DETERMINATION OF THE DATE AND MEANS OF
NOTIFYING EMPLOYEES OF THE BEGINNING OF
THE NEW LEAVE YEAR

A notice shall be posted on the official bulletin board as soon as practicable, but not later than December 1st, notifying the employees of the beginning of the new leave year.

ARTICLE 12
THE PROCEDURES FOR SUBMISSION OF
APPLICATION FOR ANNUAL LEAVE DURING OTHER
THAN THE CHOICE VACATION PERIOD

Requests for incidental Annual Leave will be submitted on duplicate PS Form 3971 no earlier than 30 days in advance and no later than the Tuesday prior to the service week in which the Annual Leave is desired. Approval or denial of the request for Annual Leave will be given as soon as practicable, but no later than the Wednesday preceding the service week for which the leave is requested.

Requests will be on a first come basis. In the event that more than one request for the same period is received on the same day, seniority will prevail, except that requests for full weeks will take precedence over those for less than full weeks.

ARTICLE 13
THE METHOD OF SELECTING EMPLOYEES
TO WORK A HOLIDAY

The following order will be used for holiday scheduling:

1. Part-time flexible employees, to the extent possible, even if payment of overtime is required.
2. Regular employees who possess the necessary skills, and have volunteered to work on the holiday or their designated holiday.
3. Regular volunteer employees whose scheduled non-work day falls on the holiday, and possess the necessary skills, even though the payment of overtime is required, by seniority.

4. PSE (Postal Support Employees)

5. Regular non-volunteer employees whose scheduled non-work day falls on the holiday, and possess the necessary skills, even though the payment of overtime is required, by juniority.
6. Regular employees who have not volunteered to work their holiday, by juniority.

ARTICLE 14
“WHETHER” OVERTIME DESIRED” LISTS IN
ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

Overtime desired list for full-time regular clerks will be administered by one list covering the entire facility, and will be administered by skill in accordance with the criteria set forth in Article 8, Section 5.

ARTICLE 15, 16 & 17
LIGHT DUTY ASSIGNMENTS

Light duty assignments will be evaluated on a case by case basis, subject to the skills and limitations of the employee, and the availability of duties within the range of limitations. No assignments will be reserved for temporary or permanent light duty assignment. Full-time regulars will not be displaced, or required to alter their established duties to accommodate a light duty assignment. To the extent possible, efforts will be made to assign duties within the clerk craft that fall within the range of limitations and abilities of the employee, without resulting in increased costs to the Postal Service.

ARTICLE 18
THE IDENTIFICATION OF ASSIGNMENTS
COMPRISING A SECTION, WHEN IT IS PROPOSED TO
REASSIGN WITHIN AN INSTALLATION EMPLOYEES
EXCESS TO THE NEEDS OF A SECTION

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

ARTICLE 19
THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces in excess of USPS needs will be available on a first come, first serve basis.

ARTICLE 20
THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Less than full weeks of annual leave granted to attend Union activities will not be charged to an employee's choice vacation period. Every effort will be made to accommodate requests for incidental leave to attend these activities.

ARTICLE 21
THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

Management will provide the Union with a current listing of employees by seniority and job skills, as well as a listing of current and newly created positions, and the job skills and/or scheme requirements for those positions.

ARTICLE 22
LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY,
REASSIGNMENTS AND POSTING

Incumbents have the option to retain their bid assignment when there is a change in starting time of two hours or less. Notices for bid assignments shall remain posted for seven days.

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

Shareen Wertz, Postmaster Date
US Postal Service