

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Frederick, Colorado

Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Frederick, 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 Frederick 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 wash-up times will be granted all workers represented by the Denver Metro American Postal Workers Union who perform dirty work or work with toxic materials. Employees on the clock performing dirty work will also be granted reasonable wash-up time prior to window duty. The time should be determined by the type of work performed by the individual.
- B. In the event of disputes, consultation should be conducted between the union and management.

ARTICLE II WORK WEEKS

- A. Newly established work week schedules will consist of five (5) consecutive days and two (2) consecutive lay off days, if possible, taking into consideration operational requirements and the impact on other operations within the Frederick office. 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 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 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.

- D. At such time when an employee is outside the office and management communications to them regarding the emergency which may affect his well being can not be given in a timely manner, it is natural for the employee to determine the proper action to take based upon their mature good judgment; when and if such is done, they shall communicate with management as soon as possible.

ARTICLE IV

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Annual leave will be granted to employees in accordance with the National Agreement.
- B. Choice period will begin with the first full week of January and continue for 46 consecutive weeks. Also included in the choice period will be Christmas Eve to the end of the week.
- C. The annual leave calendar will be completed and posted by the first week of January.
- D. Employees who earn 13 days of annual leave (less than three years of creditable service) will be granted up to ten days (10) of leave (two weeks) in units of two one week periods, or one two week period during the first round of bidding by seniority.

Employees who earn 20 or 26 days of annual leave (three years or more of creditable service) will be granted up to fifteen (15) days of leave (three weeks) of continuous leave, or the employee, at the employee's option, may request two weeks and one week, one week and one week or one week, during the first round of bidding by seniority. Three separate weeks will not be allowed.

- E. All annual leave bids, unless rejected in writing, will be considered approved as bid and the official leave chart will be considered as official notification to each employee of approved leave.
- F. All incidental leave will be approved provided the calendar is open and the employee provides at least seven (7) days notice.
- G. Employees will be allowed to cancel leave in part or in whole. Cancellation must be made seven (7) days prior to the first day of the leave or employee may be forced to take the leave.

ARTICLE XIII HOLIDAYS

- A. Selection of employees to work on their holiday shall be by tour as follows:
 - 1. All flexibles (on a rotating basis excluding voluntary exchanges)
 - 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's)
 - 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. The entire Post Office shall be a section for the establishment of the overtime desired list.
- C. Schedules for the part-time flexibles shall be posted on each Wednesday for the preceding week for the convenience of employees. Schedules are subject to any or all changes needed by management.

ARTICLE XV LIGHT DUTY ASSIGNMENTS

- A. Light duty assignments in the crafts represented by the Union will be determined by management with consultation with the Union when the need arises.
- C. 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

Parking spaces shall be provided to Denver Metro APWU members in the Frederick Post Office.

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
Denver Metro Area Local APWU

Date

Monte Strotheide, Postmaster
US Postal Service

Date