

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

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

**AND THE
GOLDEN, COLORADO, POST OFFICE
OF THE
*UNITED STATES POSTAL SERVICE***

Golden, Colorado Memoranda of Understanding

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

ITEM 1

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, when performing dirty work or working with toxic materials. The time will 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.

ITEM 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, taking into consideration operational requirements and the impact on other operations within the Golden 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.
- B. In the event mail flow and patterns change or other operational reasons, by mutual agreement, after consultation the parties may agree to rotating schedules.

ITEM 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 by the MSC Manager/Postmaster, 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 on the above principles.
- D. When postal authorities issue orders to curtail or halt postal operations because of emergency conditions, the employer will advise the APWU and on-duty employees of procedures to be followed.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Installation head or his designee shall meet with the APWU President/designee by November 15th to review service needs and develop reasonable rules for bidding choice vacation period. Among the rules to be addressed will be the amount of time each employee has to submit a choice vacation bid and how employees absent from work will make their selections.

- B. Clerk Craft sections for vacation bidding shall be as follows:

Tour 2 – Window – Golden Main PO and Golden DTS

Tour 2 – Distribution Clerks

Tour 1 – Distribution Clerks

Maintenance Craft – All Custodians bid together

Employees on limited or light duty or otherwise on detail will bid their annual leave in the section where their bid position is located.

Any jobs added to the complement during the life of this agreement will become a separate section if not defined elsewhere in this agreement.

- C. Annual leave granted or approved. Once annual leave has been granted or approved on a Form 3971 by a supervisor, that annual leave shall not be rescinded except in an emergency.

ITEM 5
DURATION OF THE CHOICE VACATION PERIOD

- A. The choice vacation period of crafts represented by the APWU will run 365 consecutive days (366 in leap year) with the first day coinciding with the beginning date of the new leave year.

ITEM 6
**DETERMINATION OF THE BEGINNING OF AN
EMPLOYEES VACATION PERIOD**

An employee's vacation shall begin following his two (2) scheduled days off to the maximum extent possible. Employees with split days off may, at their option, elect to have their vacation start the day following their first non-scheduled day. It may be up to the employee, if he chooses, to start his annual leave on a Saturday, the first day of the basic service week. Any holiday which falls at the beginning or end of an employees vacation shall be considered as part of the bid vacation, except that this does not apply to the two (2) week period beginning December 26th.

ITEM 7
**WHETHER EMPLOYEES AT THEIR OPTION MAY
REQUEST TWO SELECTIONS DURING THE
CHOICE VACATION PERIOD**

- A. Employees shall be entitled to two (2) basic rounds of choice period bidding. Employees shall have the following options:

EMPLOYEES EARNING 13 DAYS OF ANNUAL LEAVE PER YEAR

Option 1

10 Consecutive days of annual leave

Option 2

2 selections in units of five (5) days

EMPLOYEES EARNING 20 TO 26 DAYS ANNUAL LEAVE PER YEAR

Option 1

15 consecutive days of annual leave

Option 2

2 selections (one of ten (10) days and one of five (5) days) not to exceed total of 15 days

B. A second round of annual leave bidding will be governed by the ruled outlined above.

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

A. One (1) delegate shall be granted necessary annual leave or leave without pay at the election of the employee to attend national APWU conventions.

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

A. **Annual leave bidding will be granted to be either 12%, or a total of four (4) clerks, in each defined section for each leave week in both the first and second rounds of annual leave bidding with the following exceptions:**

The week following Thanksgiving through December 31st – 8% off per section

The sections will be defined as:

Window – a maximum of two (2) employees off in the Clerk Craft

Tour 1 – a maximum of one (1) employee off in the Clerk Craft

Tour 2 – a maximum of one (1) employee off in the Clerk Craft

One Custodial employee off

B. After completion of the first and second rounds of bidding the leave calendar will be capped and closed. Requests for special leave days (i.e. one day for special events) may be submitted during a one time special event round of bidding. This leave will be approved or declined within 48 hours after the completion of this round of bidding, provided the maximum number off is not exceeded. All other requests will be classified as incidental leave and will be

granted up to 10% per week except as outlined above. **This applies to all APWU represented crafts.**

- C. The percentages listed in A. will include annual leave, military leave over 10 days, court leave over 10 days, FMLA or dependent care over 5 days, long term sick leave or LWOP in lieu of sick leave greater than five (5) days. Annual leave will not be denied on speculation that sick leave might be required. **This cannot be implemented until after one full round of bidding.**
- D. In applying percentages, any fraction .50 or greater will mean on additional employee off. Fractions less than .50 will be discarded.
- E. Leave slots will be determined by A. and B. above based on career employees including TE's in each section as of November 15th of the previous year.
- F. 1. Allowable leave percentages will not include annual leave approved beyond the employees annual leave availability, unless the postmaster and APWU or designee mutually agree. The annual leave availability is the total of annual leave carried over from the previous year plus the amount to be earned in the current leave year.

2. Care should be exercised by employees to ensure that they have enough leave to cover their vacation periods. When an employee does not have sufficient leave to cover their vacation period, management after consultation with the APWU, may declare that leave period vacated and posted in accordance with this Local Agreement. Mitigation must be considered by **management** (i.e. long term illness, deaths, using leave due to low mail volume, etc.) prior to declaring leave vacated. **At the discretion of management, Leave Without Pay in lieu of Annual Leave, may be granted.**
- G. When a choice vacation period is relinquished for any reason, this vacation period shall be rebid, by seniority, from the vacating employee down, provided that the relinquished period is for five (5) days or longer. **If an employee requests a vacataed week less than 10 days before the week starts, it will be considered incidental leave and will be treated as such.** Employees who have the need to cancel their approved leave period, shall notify their supervisor as soon as possible but not later than ten (10) calendar days prior to the vacated leave period. **Holiday weeks can only be reverted in full weeks only.**
- H. Trading of vacation periods is prohibited.
- I. Clerks bidding/assigned to a different annual leave section after choice vacation period bidding has concluded will remain on the leave calendar where the annual leave was bid. All advanced commitments for annual leave will be honored.

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

- A. Each employee shall receive an individual official notice of his approved vacation schedule.
- B. A leave calendar should be posted at each facility.

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

- A. A notice shall be posted on all official bulletin boards not later than December 1st notifying the employees of the beginning of the new leave year, and the rules governing choice vacation period bidding.

ITEM 12
PROCEDURES FOR SUBMISSION OF APPLICATIONS
FOR ANNUAL LEAVE DURING OTHER THAN THE
CHOICE VACATION PERIOD

- A. An employee who has unused annual leave may request additional annual leave throughout the year on Form 3971 in duplicate at least seven (7) days prior to the desired time off. The copy of the Form 3971 shall be returned to the employee within 48 hours of such request.

ITEM 13

METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. Sections for selection of employees to work their holiday shall be by tour and/or unit.
- B. Selection of employees to work their holiday shall be by section as follows:
 - 1. Regulars, **including Non-Traditional Full Time employees**, whose holiday or designated holiday it is (voluntary by seniority)
 - 2. Regulars, **including Non-Traditional Full Time employees**, whose schedule does not include that day as a holiday
 - 3. **PSE employees**
 - 4. Regulars, **including Non-Traditional Full Time employees**, (non-voluntary by juniority)
 - a) Regulars, (**including NTFT**) whose schedule includes that day as a holiday
 - b) Regulars, (**including NTFT**) whose schedule does not include that day as a holiday

ITEM 14

OVERTIME

- A. Employees required to work overtime at the end of their regular tour of duty shall be given at least one (1) hour advanced notice before their regular ending tour of duty when possible.
- B. Overtime desired lists for bargaining unit employees will be administered by section and tour. Sections are defined as follows:
 - 1. Downtown Station.(619 12th St.)
 - 2. Main Golden Post Office (**1100 Johnson Rd.**)
 - a) Begin tour falls between 2005 and 0359 (tour I)
 - b) Begin tour falls between 0400 and 1159 (tour II)

3. Any new facility built within Golden boundaries
 - a) Begin tour falls between 2005 and 0359 (tour I)
 - b) Begin tour falls between 0400 and 1159 (tour II)
 - c) Begin tour falls between 1200 and 2000 (tour III)
 4. Maintenance - Installation wide by occupational code
- C. Overtime desired lists will be established for regularly scheduled days (begin tour and end tour) and full tours (days off) overtime only. Employees desiring overtime may sign either list or both lists as they desire. (SEE LETTER OF INTENT)

An overtime desired list will be posted in both facilities for employees who wish to work in the other facility when needed. Employees who sign the 12 hour list may be required to work in the other facility before a non-volunteer is mandated.

ITEM 15

LIGHT DUTY ASSIGNMENTS

- A. There shall be permanent and temporary light duty assignments.
- B. An eligible employee who desires a light duty assignment shall make an application which shall consist of the employees written request for light duty, accompanied by a written recommendation signed by their personal physician which clearly states the disability, the expected duration of the disability and the limitations.
- C. No regular employee shall be displaced from their regular assignment by the application of this article.
- D. No unit or section shall be so overstaffed with light duty or limited duty employees that the regular employees in the unit are adversely affected.
- E. Craft crossing shall be kept to a minimum and shall have no adverse affect on the clerk craft.
- F. Nothing in this agreement can be interpreted to mean the employee will be given preferred days off because of a light duty assignment.
- G. An employee on light duty status who bids a permanent position will be required to demonstrate that they have recovered sufficiently from the physical limitations which place them on light duty.

1. Temporary Light Duty Assignments

- a) Temporary light duty assignments shall normally be for up to thirty (30) days, with a possibility of extension.
- b) Employees assigned to temporary light duty shall be required to provide additional medical justification if they wish to request extension of the assignment.
- c) An employee on temporary light duty status who bids a permanent position will be required to provide additional medical justification if they wish to request extension of the assignment.

1. Permanent Light Duty Assignments

- a) Permanent light duty assignments shall normally require scheme knowledge.
- b) Once assigned to permanent light duty, an employee shall remain on that position subject to periodic review of their disability by the Medical Officer.
- c) An employee receiving a permanent light duty assignment will relinquish their former position.

H. Assignment of eligible clerks will include any job in the installation within the clerk craft not contrary to the clerks physical condition.

ITEM 18 REASSIGNMENT SECTIONS

Sections for reassignment purposes shall be by facility (building physical location) and tour. (see Letter of Intent)

ITEM 19 PARKING

A. The employer shall continue to provide maximum available parking for craft employees. In the event that a new installation is built, parking shall be an item of agenda for the Labor-Management meeting.

B. The employer will provide a defined area for bicycle parking.

- C. A Parking Committee shall be formed comprising an equal number of management representatives and APWU representatives to explore new/additional parking and parking rules to govern existing parking spaces.

ITEM 20

PRINCIPLES OF SENIORITY AND POSTING

A. Seniority

1. The APWU shall receive a copy of an updated seniority list quarterly.

B. Bidding Procedure

1. Vacancies shall be posted on all official bulletin boards of the Golden Post Office with one copy going to the APWU.
2. Length of posting shall be ten (10) calendar days.
3. A sealed bid box will be maintained at the Main Office and the South Golden Road Station and any future stations or branches.
4. Mail-in bids will be accepted provided they are received prior to 2400 on the final day of posting.
5. The APWU will have one (1) representative present at the bid opening. If no officer is on duty, any available APWU member is acceptable.
6. The successful bidder will be awarded their new position within ten (10) calendar days.
7. The following changes will cause a duty assignment to be reposted:
 - a) Any change in the principle assignment area (e.g. tour, station, branch or facility)
 - b) A fifty percent (50%) change in duties
 - d) The parties may mutually agree to modify the conditions for re-posting depending on the circumstances of the change provided the conditions are not inconsistent or in conflict with the National Agreement.
8. The incumbent, at their option, with the approval of the Denver Metro APWU, shall have the right to accept or reject the job in the following circumstances:

- a) Any cumulative change in starting time of less than 2 hours provided that any change that takes a duty assignment to a different tour must be re-posted.
 - b) Addition or deletion of any scheme
 - c) Adding a financial accountability which is not a requirement of the position in accordance with the standard job description.
9. If the decision is made to change an occupied duty assignment in accordance with 8 a, b or c and there are two or more identical (hours, days off and duties) assignments, the change shall first be offered to the senior employee.

LETTER OF INTENT - NEW FACILITIES

When a new facility is opened, existing facilities are renamed or new tours are added the parties will change the Local Memorandum of Understanding accordingly.

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

Terrence Woods, O.I.C. Date
US Postal Service