

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Lafayette, Colorado

Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Lafayette, 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 be directed to the President of the Denver Metro Local APWU or his designated representative. This **2010** 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 Lafayette 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 time will be granted all workers represented by the Denver Metro American Postal Workers Union who perform dirty 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.

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

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, taking into consideration operational requirements and the impact on other operations within the Lafayette 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. The decision for curtailment of Postal Operations due to “Act of God” situations shall be made by the installation head/designee after taking into consideration the resulting impact on employees, the advice of local authorities and the safety and health of employees.
- B. In the event that a bomb threat occurs at any Lafayette Postal Service location, the decision to evacuate will be made in accordance with managements “Contingency Plan for Bomb Threats”. The APWU chief Steward/designee shall be consulted as soon as possible following a bomb threat.
- C. If and when heating equipment at a Lafayette Postal facility is deemed inoperable and offsetting steps taken fail to prevent the dropping of the inside temperature below 50 degrees for four continuous hours, individual employees who fear to work under such conditions may request appropriate relief there in the form of a temporary reassignment to a nearby location or allowed to request leave.

- D. If and when air conditioning or air ventilation equipment at any Lafayette facility is deemed inoperable and any offsetting steps taken fail to attain an inside temperature level below 95 degrees for four continuous hours, the individual employees who fear to work may request appropriate relief per C above.

ARTICLE IV

FORMULATION OF LOCAL LEAVE PROGRAM

- A. It shall be the responsibility of each employee to plan their vacation period in accordance with their desires and all clerks should select a vacation period or periods to avoid forfeiting any part of their annual leave.
- B. The choice vacation period shall consist of the entire calendar year. The maximum number that will be off each week during this choice vacation period shall be one person per week. There will be no sections for annual leave purposes. Both facilities will be considered one entire section.
- C. An employee's vacation shall begin following their two (2) scheduled days off. Employees with split days off will start their vacation on Monday. Any holiday which falls at the beginning or end of an employee's vacation shall be considered as part of the vacation.
- D. The employee may request up to ten (10) or fifteen (15) days (whichever is their entitlement) of continuous annual leave on the first selection during the choice vacation period.
- E. There shall be a second and third round of bidding for annual leave, after the initial selection, for employees to select any vacant periods which are available and to avoid forfeiture of leave.
- F. Bidding of annual leave during the choice vacation bidding process shall be done on a seniority basis.
- G. Canceled choice vacation selections will be posted and awarded by seniority from the vacating employee on down.
- H. Any employee covered by this agreement who is called for jury duty during his scheduled choice vacation period is eligible for another available choice period.
- 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 (**case by case basis**).

- 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. Seniority shall prevail for all annual leave requests made on the same day, requesting the same time period; otherwise, annual leave shall be granted on a first come, first served basis.
- L. Notice of vacation bidding will be posted on the bulletin boards and the selection period shall be from November 15th through December 30th. Once an employee is contacted on the first round of annual leave bidding, they will have three (3) calendar days to make their choice. Employees who fail to make a selection in the allotted time will be by-passed and will be allowed to bid for only those weeks that are available at the time they are prepared to make their selection.
- M. Notice by employees who desire to vacate annual leave must be given 10 days prior to the start of the vacated annual leave. The employer will require employees who give less than 10 days notice to take the scheduled annual leave, **exceptions to this policy will be made on a case by case basis.**

ARTICLE XIII HOLIDAYS

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

1. 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.
2. **Postal Support Employees (PSE)**
3. 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.
4. The holiday volunteer sign-up list will be posted no later than 2 weeks prior to the 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.

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.
- 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

Parking spaces shall be provided to Denver Metro APWU members in the Lafayette 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 **within 28 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 **two (2) hours**.
3. Addition or deletion of more than fifty (50) percent of the essential scheme knowledge.
4. A fifty (50) percent change in the duties.

LETTER OF INTENT

When a new facility is opened, existing facilities are renamed or new tours are added the position will change the LMOU accordingly.

John A. Ancona, President
Denver Metro Area Local APWU

Date

Kim L. Larson, Postmaster
US Postal Service

Date