

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

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

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

Longmont, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Longmont, 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 **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 **2010** 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 Longmont employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

ARTICLE I **RECOGNITION**

- A. This memoranda of understanding, called “MEMORANDA OF UNDERSTANDING”, represents and constitutes an understanding between management of the Longmont Post Office and Local #229 of the American Postal Workers Union (APWU).
- B. APWU Local #229, the Denver Metro Area Local, is recognized as the exclusive bargaining representative of all APWU members under the jurisdiction of the Longmont Post Office and under the terms and conditions laid down by the National Agreement.
- C. This understanding has no force or effect with respect to employees in the other craft units not represented by the APWU.

ARTICLE II **APPLICABILITY OF MEMORANDA OF UNDERSTANDING**

All articles of the basic and appropriate National Supplemental Agreements are hereby acknowledged to be binding upon the parties to this Agreement and are hereby incorporated by reference into this local agreement.

ARTICLE III **EMPLOYEE RIGHTS**

- A. Management shall furnish lockers for employee use at the rate of one (1) locker for each two (2) employees.
- B. On the occasion of general locker inspection, a representative of the employee organization (Local 229) shall accompany the official inspecting the lockers.
- C. All employees shall have the right to listen to their personal head-type radio, at their discretion, in any area of the Post Office, other than those employees in direct contact with the public, provided it does not create a safety hazard nor interfere with the performance of their duties.
- D. Management will furnish this Local an updated seniority list **when requested**.

ARTICLE IV

ADMINISTRATION AND INTERPRETATION

- A. Quarterly Labor-Management Meetings – Regular quarterly meetings between the Postmaster, or his representative, and employees of the employee organization, shall be held on the first Tuesday of each postal quarter at a time and place mutually agreed upon. Additional meetings can be called by mutual agreement of both parties.
- B. Agenda – It is agreed that the agenda items for discussion at the meeting shall be exchanged by the parties to the agreement at least one full workday before the scheduled meetings. Items not placed on such agenda shall be discussed only by mutual consent of the parties.
- C. Minutes – Minutes of the labor-management meeting shall be kept by management, shall be reviewed and corrected by APWU local representative, and signed by both parties. Triplicate copies, one for the Postmaster, one to be posted, and one for the secretary-treasurer of APWU local shall be furnished by Friday of the same week.
- D. Union Representation – **The union will decide on the appropriate attendees.**

ARTICLE V

WORK AREA AND ASSIGNMENTS

The entire clerk craft of the Longmont Post Office shall comprise of one section. In the event it becomes necessary to reassign within the installation employees excess to its needs, reassignment will be made on the basis of seniority, beginning with the junior regular.

ARTICLE VI

ASSIGNMENT OF ILL OR INJURED REGULAR AND PTF EMPLOYEES

- A. General Implementation
 - 1. Requests for light duty assignments will be given careful consideration on an individual basis. There will be no official light duty assignments, but every effort will be made to provide work to an employees in need of light duty. If possible, the employee will be assigned to duties similar to their regular duties. Such work will include duties that would not adversely affect a full time regular assignment. Normally, employees on light duty shall not be entitled to overtime.

2. The Postmaster will **meet with the union upon the request** for a light duty assignment. **They** will indicate the availability and suitability of work for the employee as well as indicate his approval or disapproval of the request.

B. Temporary Light Duty Assignments

1. Temporary light duty assignments will be established when an employee becomes temporarily incapacitated for their regular duty assignment. Specific physical limitations must be stated by the employee's physician.
2. Temporary light duty assignments shall be for a period not to exceed **one (1) year** unless further substantiated.

C. Permanent Light Duty Assignments

1. Employees in a permanent light duty status must be allowed to bid and be awarded and assigned to a position providing that he/she can perform the duties of a new assignment.
2. Permanent light duty assignments will be considered after **one (1) year** or temporary light duty.

ARTICLE VII

HOURS OF WORK

- A. The work week for full-time regulars shall be the same as defined in Article VIII, Section 1 of the National Agreement.
- B.
 1. The employee's service week shall be a calendar week beginning at 12:01 Am Saturday and ending at 12 midnight the following Friday.
 2. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work scheduled is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.
 3. The employee's normal work week is five (5) service days. As far as practicable, the five days shall be consecutive days within the service week. Management will meet with APWU to minimize split rest days as much as possible.
- C. Rest periods will conform to past practices.
 1. Shall not immediately precede a lunch period or an employee tour change.

2. Shall not exceed two in one tour, except when overtime is worked.
 3. Shall not interfere with dispatch schedules.
 4. If an employee, on their rest or lunch break, is interrupted to implement postal operations, their break will be extended to compensate for the interruption.
- D. When practicable, regular employees with same job description and working the same job assignment, will have choice of duties by seniority.
- E. When fulfilling overtime requirements, all qualified employees on the overtime desired list will be utilized prior to any mandate of overtime. The sequence will be:
1. Overtime desired list.
 2. Mandatory overtime – On a rotating basis beginning with the junior full time regular after all qualified casuals and part-time flexible clerks have been utilized.
- F. The Postmaster or his representative shall meet with the President of the Local APWU or his/her designated alternate promptly after receiving Christmas instructions from the Postal Service. Plans and procedures will be thoroughly reviewed in line with Departmental instructions with the organization.
- G. The method of selecting employees to work on a holiday

Management will post a holiday volunteer list one (1) week prior to the posting of a holiday schedule. As many full-time regular scheduled employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Management shall determine the number and category of employees needed for holiday work and for days designated as individual employees' holidays and shall schedule employees with the needed skills by the following priorities:

1. Qualified full-time regular employees in order of seniority, who have volunteered to work on the holiday or designated holiday, when such day is part of their regular work schedule.
2. All qualified full-time regular volunteers in order of seniority from the overtime desired list will be worked prior to other full-time regular volunteers on their non-scheduled day.
3. All other qualified full-time regular volunteers in order of seniority.

4. Postal Support Employee (PSE)

5. Involuntary assignments shall be made on the basis of inverse seniority. The methods of selecting qualified employees for holiday work shall be by tours and juniority within the tour starting with:
 - a. Employees whose regular schedule includes that day **as a holiday**.
 - b. Employees whose regular schedule does not include that day **as a holiday**.
- H. When overtime hours are to be allotted a tour or individual employee, the employee shall be advised one (1) hour before the end of the regular tour.
- I. Management shall provide a weekly overtime list to the local **union steward** no less than three (3) days after weeks end.
- J. One annotated overtime desired list will be posted two (2) weeks prior to the beginning of a calendar quarter. The list shall contain columns for all employees to designate their preference for working their regularly scheduled day, their non-scheduled day, and more than ten (10) hours in a day. Any employee signing the overtime desired list is subject to work up to twelve (12) hours in a day and sixty (60) hours per week and will be subject to work overtime for the entire calendar quarter.
- K. During the quarter, every effort will be made to distribute equitably the opportunity to work overtime among those on the list on each tour and between tours when qualified. In order to ensure equitable opportunities for overtime, Management will meet with **union** when necessary to review the responsibility for processing mail on overtime.
- L. Each employee shall be granted a wash-up time of two (2) minute before lunch.
- M. The schedule will be posted by the end of Tour One on the day required in the National Agreement with the cut-off for submitting annual leave at 0500 for Tour One and 1300 for Tour Two the day prior to the posting day.

ARTICLE VIII

SCHEMES

Both parties will abide with Publication 118 (FLSA)

ARTICLE IX

LEAVE

- A. Management will furnish this Local with annual leave bidding guidelines by December tenth (10). The bid leave year will be from February 1 through January 31 of the following year.
- B.
 - 1. For annual leave purposes, clerks will bid by tours. Tour 1 will consist of employees who begin tour at 2000 hours. Tour 2 will consist of employees who begin tour at 0400 hours. Tour 3 will consist of employees who begin tour at 1200 hours.
 - 2. Prime Time will be from December 26th through December 7th.

The following formula will be used to determine the number of employees granted annual leave:

Number of authorized positions as of December 1st times 4.0 divided by 25.
0.40 employee and above will go to the higher number
0.39 employee and below will go to the lower number

Up to two (2) full-time regular window clerks can be on annual leave at any one time.
No more than two (2) scheme qualified distribution clerks on Tour 1 at the MPO can be on annual leave at any one time.

- 3. When an employee bids or is assigned to another tour, said employee will carry approved annual leave with them.
- C. On first and second round bidding, annual leave will begin on either Saturday, or the first day after any one of the employees non-scheduled days. All part-time flexible clerks work week will have Saturday and Sunday non-scheduled days for annual leave bidding.
- D. When a vacation period is vacated for any reason, this vacated period will be posted for seven (7) calendar days for rebid by seniority from the vacating employee on down. Periods vacated less than seven (7) days before the schedule is posted will not be available for rebid. Trading vacation periods will not be allowed.
- E. First round bidding will be conducted during the second week of January. One bid on a seniority basis. Annual leave bids submitted after the employee's assigned bid day will be accepted and will be considered as the senior bid on the day it is received. A late bid will not "bump" timely bids from employees with lesser seniority. If conflicts arise, the late bid will have to be changed.

- F. Second round bidding will be conducted during the third week of January. One bid on a seniority basis. Late annual leave bids will be handled the same as in Article IX, Section E (above).
- G. After closing of the second round of bidding, all remaining leave time available for the entire leave year will be bid on a first come, first served basis. Seniority shall prevail for requests submitted on the same day requesting the same time period. Bids will be accepted starting on Wednesday of the week following the closing of second round bidding. Management will respond to bid request within 72 hours or leave shall be considered approved. Bids must be handed to supervisor.
- H. Leave to attend National, Regional, or State Conventions, Military Leave, or Jury Duty shall not be charged against the employees personal annual leave bid. The number of employees attending union conventions shall be counted in the total number of employees allowed off for that period. One additional employee will be allowed off during convention periods for the purpose of attending those conventions. Management shall be notified by the APWU as soon as convention dates are known. If dates are not known prior to bidding, Management will make every effort to permit a maximum of one employee to attend.
- I. Special consideration will be given to employees whose NS days have changed from their original approved annual leave bid to make their leave compatible with their new NS days. Consideration will be given to emergencies, once in a lifetime trips or leave of a special natures.
- J. A clerk leave calendar will be posted and updated by management to show leave taken and periods open.
- K. Bidding in the first two rounds will have employees earning 13 days annual leave granted five (5) to ten (10) days of continuous leave and employees earning 20 to 26 days granted five (5) , ten (10), or fifteen (15) days of continuous leave. There will be no split bidding I these two rounds.
- L. Any employee with approved annual leave for one of their regular scheduled work days on either side of the holiday or non-scheduled day in conjunction with the holiday, will be guaranteed the holiday off. The approve annual leave day(s), holiday, and non-scheduled day(s) will be marked as AL on the leave calendar. For computing purposes only, an employee shall be considered on annual leave for the entire seven (7) day work week whenever said employee is off five (5) or more days of that week.
- M. Management will monitor, and will be assisted when necessary by an APWU official, to make certain that no employee is given annual leave approval for more hours than they will have to their credit at the end of the leave year.

- N. Annual leave time permitted in December, other than designated in Article IX, Section B-2, will be decided at the October Labor-Management meeting each year. The time granted will be included in the leave year.
- O. Maintenance craft personnel shall be granted vacations from a separate leave roster.

ARTICLE X

SAFETY AND HEALTH

- A. The safety and health committee shall operate as per Article XIV of the National Agreement.
- B. Management must make every effort to maintain a consistent, comfortable year-round building temperature.
- C. **GUIDELINES FOR CURTAILMENT OF POSTAL OPERATIONS**
 1. Responsible Postal Officials shall examine the situation immediately when competent City Government Officials (Police, Fire Department, etc.) encourage wholesale closing of businesses and other local industries. In accordance to the impact on employees and service, Postal Officials shall grant leave without pay, annual leave, and/or other leave as specified in ELM 519.211 and 519.212, and F21-380.
 2. They also shall determine the utilization of the scheduled work force by the severity of the specific needs of the Service with specific emphasis on the preservation of the health and welfare of the employees at the local installation.
 3. When as alleged explosive device has been discovered or a threat made against the postal facility and verified by a postal and/or City official, contingency plan #159C will go into effect.
 4. An on duty union official should be notified as soon as possible when breakdown of air conditioning or heating unit results in abnormally warm or cold working environment.
 5. Postal officials will make the safety of the employees their prime concern taking appropriate action to protect employee welfare.

ARTICLE XI

UNIFORMS AND ATTIRE

- A. Window Clerks will be required to wear ties at all times except if the air conditioning is inoperable during warm weather.
- B. Uniforms will be provided according to Article XXVI of the National Agreement.

ARTICLE XII

POSTING

- A. No position shall be posted because of any change of duties of an individual's tour, except by mutual consent of Management, Local **229**, and incumbent.
- B. Job changes in excess of one (1) hour from the original start time during the life of the contract shall be reposted.
- C. Any proposed changes in individual clerks starting times and/or duties, shall require a meeting between Management and Local APWU Representatives. The Local shall be notified at least seven (7) days in advance of any change in tours when possible.
- D. Notice of all vacancies including newly created or restored positions, will be posted on clerks official bulletin board within seven (7) days. All notices shall be open for bid seven (7) days after issuance and shall state closing date.
- E. When an employee bids on an assignment and decides to withdraw, he/she must do so before the closing date. Once the bids are closed, he/she must accept the vacant position.
- F. It shall be permissible for an employee going on sick, annual, or military leave not exceeding thirty (30) days to hand in a standby bid. Said bid to be processed in the usual procedure. The bid should be submitted to the Personnel section with his/her personal instructions.
- G. The successful bidder will be placed in the assignment **within 28 days**.
- H. Local **229** shall be supplied with a complete list of each clerks duties under present assignment and as such changes are made.

ARTICLE XIII
PARKING

Parking shall be provided on a first come first served basis.

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

Bobby Martin, Postmaster Date
US Postal Service