

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Nederland, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Nederland, 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 **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 Nederland 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 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.

ARTICLE II

WORK WEEKS

Newly established full-time regular work week schedules, will consist of five (5) consecutive days, and two (2) consecutive lay off days, if possible. Present work week schedules that are not five (5) consecutive 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 or termination of Postal Operations due to “Act of God” situations, shall be made by the installation head/designee after taking into consideration the resulting impact of employees, the advice of local authorities and the safety and health of employees.
- B. In the event that a bomb threat occurs at any Nederland Postal Service location, the decision to evacuate will be made in accordance with management’s “Contingency Plan for Bomb Threats”. APWU Chief Steward/designee shall be consulted as soon as possible following the bomb threat.
- C. If and when heating equipment at a Nederland Postal facility is deemed inoperable and offsetting steps taken fail to prevent the dropping of the inside temperature below 50 degrees for a full tour, 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. The request for leave will not be unreasonably denied.
- D. If and when air conditioning or air ventilation equipment at any Nederland Postal facility is deemed inoperable and any offsetting steps taken fail to attain an inside temperature level

below 95 degrees for a full tour, the individual employees who fear to work may request appropriate relief per “C” above.

ARTICLE IV

FORMULATION OF LOCAL LEAVE PROGRAM

- A. A meeting between the Union and management will be held during the period of January 2nd and January 31st of each year to resolve the following:
1. There shall be two (2) basic rounds of bidding. The employee may request up to ten (10) or fifteen (15) days (whichever his/her entitlement) of continuous annual leave on the first selection during the choice vacation period.
 2. Determine the maximum amount of leave that may be taken based on the employee’s seniority.
 3. Determine the final date for submission of applications for vacation periods of the employee’s choice during the choice vacation period, in any event, the vacation schedule will not be posted later than March 1st of each year.
 4. Provide official bulletin board notice to each employee of the vacation schedule approved for him/her.
 5. Provide a program to guarantee that no employee will be required to forfeit any part of their annual leave.
- B. The choice vacation period will begin on the 4th Sunday in May and extend through the next eighteen (18) weeks.
- C. An employee’s vacation shall begin on Saturday.
- D. Bidding of annual leave during the choice vacation period shall be done on a seniority basis in each round of bidding. An employee shall have 48 hours on the first round and 24 hours on the second round. When the time period for selection has expired, if they have not made their choice, they will then choose from whatever is vacant at the time of their selection.
- E. Bidding of annual leave during the choice vacation period shall be done on a seniority basis in each round of bidding.
- F. Canceled choice vacation selections will be posted and awarded by seniority from the vacating employee down.

- G. Any employee covered by this agreement who is called for jury duty during his scheduled choice vacation period is eligible for another choice period, provided this does not deprive another employee's choice for scheduled vacation.
- H. A maximum number of employees who will receive leave each week during the choice vacation period will be determined at the January planning meeting.
- I. The beginning date of the new leave year will be posted 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 except in a serious emergency.
- K. If a request for annual leave outside the choice vacation period 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.

ARTICLE XIII

HOLIDAYS

- A. Selection of employees to work on their holiday shall be by tour as follows:
 - 1. All flexibles
 - 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)**
 - 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

- 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. Overtime desired lists will be established by tour.

ARTICLE XV *LIGHT DUTY ASSIGNMENTS*

- A. The Union and the employer agree that the early return of an employee to duty has therapeutic value. The employer shall make every effort to find suitable duties, which meet the employee's limitations.
- B. When the need arises for an APWU craft employee(s) to be assigned to a permanent or temporary light duty position, the Local Union President and/or designated representative and the Installation head and/or designated representative, shall meet to determine suitable work for the individual(s).
- C. Every effort shall be made to assign light duty assignments commensurate with that individual's normal work hours.

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

- A. Parking spaces shall be assigned to Denver Metro APWU members in the following manner:
1. First priority to car pools
 2. Second priority to individual spaces based on seniority.

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

Barbara Kohlbeek, Postmaster Date
US Postal Service