

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Erie, Colorado Memoranda of Understanding

This Memoranda of Understanding is entered into on _____, at Erie, 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 **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 Erie 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 Erie 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. 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 be 49 weeks and shall only exclude the first full week of December through the week prior to Christmas. The maximum number that will be allowed off each week during the choice period shall be one (1) clerk.
- 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 on the first basic round during the choice vacation period.
- E. Bidding of annual leave during the choice vacation bidding process shall be done on a seniority basis.
- F. Employees shall be entitled to two basic rounds of bidding by seniority. Employees shall be allowed one of the following options:
- a. Option One: Ten or fifteen continuous days of annual leave not to exceed Article 10 Section 3.D.1 of the National Agreement.
 - b. Option Two: Employees will be allowed two selections not to exceed their maximum entitlement of ten or fifteen days. Employees exercising this option will not be allowed their second selection until all employees have had an opportunity to exercise their first selection.
 - c. During the second round of bidding, employees shall be entitled to bid the remainder of their earned leave under the guidelines above.
 - d. The basic rounds of bidding are to be completed by December 15th.
- 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 except in an emergency.
- 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.

ARTICLE XIII HOLIDAYS

- A. 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. **PSE (Postal Support Employees)**
 - 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.

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.
- 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 Erie 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 two (2) cumulative 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.

John A. Ancona, President
Denver Metro Area Local APWU

Date

Connie Hanlon, Postmaster
US Postal Service

Date