

***2010 LOCAL MEMORANDUM  
OF UNDERSTANDING***

**BETWEEN THE**

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

**AND THE**

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

## **Louisville, Colorado Memoranda of Understanding**

This Memoranda of Understanding is entered into on \_\_\_\_\_, at Louisville, 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 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 upon 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.

### **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 Louisville employees in the following crafts as certified and recognized at the National level: Motor Vehicle, Clerks and Maintenance.

## **SECTION 1 NON-DISCRIMINATION AND CIVIL RIGHTS**

1. The employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, sexual orientation, or marital status. In addition, consistent with the other provisions of the Agreement there shall be no unlawful discrimination against handicapped.

## **SECTION 2 WASH-UP PERIODS**

1. A reasonable time will be granted all workers, represented by the Denver Metro Area Local of the APWU, for wash-up prior to lunch and end of tour. Reasonable wash-up will also be granted before and after performing window clerk assignments, if an employees has been performing dirty work, on the clock.
2. In the event of disputes, consultation should be conducted between the union and management to decide the issue.

## **SECTION 3 BASIC WORK WEEKS**

1. Newly established work week schedules will consist of five (5) consecutive work days and two (2) consecutive lay off days, if possible. Present work week schedules, that are not five (5) consecutive work days and two (2) consecutive lay off days, that become vacant during the term of this contract, will be considered to determine if the work week can be adjusted to five (5) consecutive work days and two (2) consecutive off days. Consultation with the union will be held for this purpose.
2. Every effort shall be made to provide for a mutual exchange of information, ideas, and views between management and the union signatory to this agreement with regard to any permanent change in the work week, including change in daily hours of work, whether for individual assignments, all assignments in the work shift, or a group of assignments in the work shift. This exchange of information pertains to full and part time regular assignments only.

## **SECTION 4**

### **GUIDELINES FOR THE CURTAILMENT OF THE TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

1. Responsible postal officials shall examine the situation immediately in the event of an emergency ordered by a federal, state or local authority or when local emergency conditions warrant the wholesale closing of the businesses and other local industries. In accordance to the impact on employees, postal officials shall grant appropriate leave. Postal officials will also consider granting appropriate leave to postal employees who have already reported to work and live in the affected areas.
2. In the event of an emergency, management's first consideration is the safety of all postal employees. Management shall take prompt action to protect the safety and well being of all postal employees. The decision to evacuate the installation is a management decision based on the above principles.
3. The local union president will be notified as soon as possible when breakdown of air conditioning or heating units results in extremely warm or cold working conditions, and management will make very effort to correct the situation. If the situation cannot be corrected in a timely manner, management will provide auxiliary heating or cooling equipment.

## **SECTION 5**

### **FORMULATION OF LOCAL LEAVE PROGRAM**

1. It is 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.
2. Employees shall be afforded the opportunity to use any un-awarded portions of the choice vacation period in accordance with Section 5.
3. No clerk shall be required to take a vacation that would reduce their accumulation of annual below 440 hours at the end of the leave year being bid.

4. Employee vacation period selections must be in full week increments.
5. Permanent light/limited duty clerk craft employees shall bid their annual leave with the clerk craft.
6. Temporary light/limited duty clerk craft employees shall bid their annual leave with the clerk craft.
7. **The choice vacation bidding period will be the entire year excepting the two service weeks following Thanksgiving.**

Bidding: Employees will be entitled to two rounds of bidding by seniority.

Option 1: Ten (10) of Fifteen (15) Continuous annual leave

Option 2: Split Vacation Period

- A. Employees who earn 13 days annually per year may sign up for no more than ten (10) days of continuous annual leave in the choice period. Split vacation option will consist of two selections of full weeks during the choice vacation period (i.e. 1-1 split). The total cannot exceed 10 days.
- B. Employees who earn 20 or 26 days annually per year will be allowed to bid up to 15 continuous days or may exercise Option 2 (split vacation) consisting of two (2) selections of full weeks during the choice vacation period, the total not to exceed fifteen (15) days.
- C. Employees exercising Option 2, splitting their vacation period, will be allowed two (2) selections not to exceed the maximum in A and B above. Employees will not be awarded their second selection until all employees in the section have had the opportunity to exercise either Option 1 or their first selection of Option 2.
- D. During the second round of bidding, employees shall be entitled to bid the remainder of their earned leave under the guidelines above. The second round will be 48 hours and any open periods will be by seniority.
- E. At the conclusion of the second round of bidding there will be a third round of bidding for special occasions. This special event bidding will consist of bidding by seniority **two (2)** days of annual leave for special occasions such as but not limited to graduations, weddings, birthdays, etc. will be bid in one day increments.

**Employees will not be given their second selection until all employees have been given their first selection.**

- F. When a choice vacation period is vacated for any reason this vacation period shall be re-bid, provided the employee gives notice to his/her immediate supervisor at least fourteen (14) days in advance. If for any reason the fourteen (14) days advanced notice requirement is not met, the vacated period will not be re-bid. If proper notification is given, the vacated period will be awarded by seniority from the vacating employee on down.
- G. Requests for incidental annual leave must be submitted by an employee personally to his/her supervisor not more than thirty (30) days nor fewer than ten (10) days prior to the first day of the requested leave. A determination shall be made on such requests within forty-eight (48) hours of submission. If the employer fails to respond within the forty-eight (48) hours, the leave shall be considered approved. The employer will make every effort to approve leave requests from employees who were not able to give the minimum ten (10) days notice, provided that the leave calendar is not full for the requested period of leave.
- H. Seniority shall prevail for requests submitted on the same day requesting the same time period; otherwise, annual leave will be granted on a first-come first-served basis.
- I. Emergency Annual Leave:
  - a. Emergency annual leave requests will be considered throughout the year including December. Emergency leave is defined as leave which is requested when unforeseen events justify the absence of the employee from his duties.
  - b. Management will carefully consider all such requests for leave and be guided by the degree of personal urgency to the employee when determining such requests. Humanitarian factors will be considered.
- 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. There will be three (3) people off Christmas Eve as a single day bid. Successful bidder must have eight (8) hours of annual leave to have December 24<sup>th</sup> off. Once bid annual is closed, this day is not available for incidental leave.

**SECTION 6**  
**DETERMINATION OF THE BEGINNING DAY**  
**OF AN EMPLOYEE'S VACATION PERIOD**

1. An employee's vacation period shall begin following their two scheduled days off. Employee's with split days off or one day off will start vacation on Monday and the vacation period shall continue through the following Sunday. This principle shall also apply to vacations of more than one week.

**SECTION 8**  
**WHETHER JURY DUTY AND ATTENDANCE AT**  
**NATIONAL STATE CONVENTIONS SHALL BE**  
**CHARGED TO THE CHOICE VACATION PERIOD.**

1. Jury duty and attendance at national or state conventions shall not be charged to the choice period if such duty or attendance occurs during the choice vacation period.
2. Advance notice of three weeks shall be required of individuals requesting leave to attend national or state conventions. This leave shall be guaranteed for only one delegate. If it is consistent with the service needs of the installation, more than one delegate may be granted leave to attend national or state conventions.

**SECTION 9**  
**DETERMINATION OF THE MAXIMUM NUMBER OF**  
**EMPLOYEES WHO SHALL RECEIVE LEAVE**  
**EACH WEEK DURING THE VACATION PERIOD.**

1. Twelve percent (12%) of the total clerk complement, and any overage resulting from the rounding rule, shall be granted scheduled vacation each week of the vacation period. The above percentages apply to scheduled vacation as selected in Article 5 of this agreement. Request for annual leave other than scheduled vacations will be included in the above percentages. The rounding rule will apply (.50 or greater is rounded up to the next highest integer, less than .5 is dropped). If management grants an exception over and above the leave calendar

allotment for any given week, said exception shall not be listed on the leave calendar; nor shall said exception be counted toward the leave allotment in the event a vacancy occurs in that leave week.

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

1. When all four rounds of the vacation selection process are completed, each employee will receive a copy of the master leave schedule.

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

1. Employees will be notified of the beginning of the new leave year by official posting on bulletin boards. The notices will be posted as close as possible to November 1<sup>st</sup>, and shall also contain the beginning and ending date of the vacation period, and date the vacation choosing process will begin.

**SECTION 13**  
**THE METHOD OF SELECTING**  
**EMPLOYEES TO WORK ON A HOLIDAY**

1. A notice shall be posted 14 days prior to the upcoming holiday season requesting volunteers for holiday work. The holiday schedule will be posted on the bulletin board. Selection of employees to work on the holidays shall be by tour as follows, even if overtime is necessary:
  - a. All full time and part time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
  - b. Full time and part time regular employees who have the designated holiday will work their holiday before the employee who has the day as a non-scheduled day.



**c. Postal Support Employees (PSE)**

- d. Full time and part time regulars who have not volunteered to work their holiday by juniority.

**SECTION 14  
OVERTIME POLICY**

1. 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.
2. Overtime desired lists will be established by craft.
3. Three lists for ODL will be posted 10 days before each quarter. The lists will be as follows:
  - a. 10 – 12 hour list
  - b. Non-scheduled day

Name	10 hour	12 hour	Non-Scheduled

4. An employee can remove name from ODL list during the quarter, however, overtime already scheduled must be worked for the remainder of that service week.

**SECTION 15  
LIGHT DUTY ASSIGNMENTS**

1. Request for light duty assignments will be given careful consideration, on an individual basis, with consultation between union and management representatives who will then determine the assignments that meet the employee's needs and the availability of those assignments. An employee's request for light duty will be supported by a doctors certificate stating medical recommendations and limitations.

2. A temporary light duty assignment shall be for a period not to exceed 30 days unless further substantiated. When an employee requires temporary light duty assignment, every effort will be made to retain the employee on his/her normal tour of duty. Light duty assignments across crafts will not be permitted.
3. Temporary light duty assignments may include, but are not limited to the following examples: address corrections, box section, canceling mail, distribution that is consistent with medical recommendations. label making, mark-ups, office help, writing and filing forms for accountable mail, writing second notices, and uncoded mail.

## **SECTION 18 REASSIGNMENTS**

1. All assignments in the Post Office in each craft under the jurisdiction of the union will be considered as one section for reassignment purposes.

## **SECTION 19 PARKING**

1. Parking spaces are provided for the clerk craft at the Louisville Post Office.
2. Parking spaces will not be assigned to individual employees, except of the convenience of handicapped employees.
3. Parking will be on a first-come, first-served basis.

