

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Westminster, Colorado Memoranda of Understanding

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

ARTICLE 1

WASH-UP PERIODS

Employees who perform dirty work or work with toxic materials shall be granted wash up time before lunch and at the end of their tour for a reasonable period, not to exceed five (5) minutes.

ARTICLE 2

WORK WEEKS

Newly established full time work week schedules will consist of five (5) consecutive days and two (2) consecutive lay off days, when practicable.

ARTICLE 3

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. Any decision to curtail or terminate postal operations is the exclusive right and responsibility of the management of the Westminster Post Office. The safety and health of all employees will be considered when making decisions effecting such safety and health. Conditions such as: severe weather, sometimes identified as Acts of God, civil disorders or other emergency situations will determine the need for such action.
- B. It is the policy of management for the Westminster Post Office to consider requests for administrative leave, in connection with the above stated conditions, as they relate to Part 519.211 of the Employee and Labor Relations Manual (ELM). If the requesting employee has made a reasonable effort to report to work and has been prevented from doing so according to the criteria of the ELM, administrative leave will be granted. If these conditions are not met, annual leave or leave without pay will have to be taken.
- C. It is acknowledged that management will obey all lawful civil orders as they might effect curtailment or termination of postal operations.

ARTICLE 4

FORMULATION OF LOCAL LEAVE PROGRAM

1. Annual leave bidding will be by facility:
 - a. Main Office
 - b. Harris Park Station
2. The choice vacation period shall be January 1st through November 30th. Included in the choice vacation period will be the last week of December. Additionally, at least one employee will be allowed to bid the service week that Christmas Day falls in.
3. The percentage of employees allowed off during the choice vacation period will be 12%. In applying percentages, any fraction .50 or greater will mean an additional employee off. Fractions less than .50 will be discarded.
4. The vacation period shall start on Monday of the first week of the vacation bid and end on Sunday following the last week of vacation of the same bid.
5. The employee may request up to ten (10) or fifteen (15) days (whichever is his/her entitlement) of continuous annual leave during the choice vacation period. Employees wishing to split their leave once on the first choice may do so provided it does not increase the total number of employees who will be off in any week, the split to be in accordance with the following formula:
 - Employees entitled to 15 days.
5 days and 10 days
 - Employees entitled to 10 days.
5 days and 5 days
6. Bidding of annual leave shall be done on a seniority basis.
7. There shall be a second round of bidding for annual leave, after the initial selection, for employees to select any vacant periods which are available based on their leave earning status i.e.: if you earn five weeks and bid three weeks in the first round, you may bid two weeks in round two) .
8. There shall be a third round of bidding for annual leave, for employees to select any vacant periods remaining and to avoid forfeiture of leave.
9. All annual leave in excess of 440 hours (as shown to be accumulated annual leave on the employee's time card) must be selected during the month of January through the first week in December.

10. Employees may cancel bid annual leave provided they give ten (10) calendar days advance notice. Vacated leave shall be posted for re-bid from the vacating employee on down. Leave not turned in prior to 10 days as required in the LMOU will still be posted for as long as possible, and will be awarded from the vacating employees seniority on down.
11. 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.
12. The beginning date of the new leave year will be posted on bulletin boards as close to November 1st as possible.
13. Notice of vacation bidding will be posted on all bulletin boards and the selection period shall be from November 15th through December 30th. Once an employee is contacted on either the first or second round of annual leave bidding, they will have 48 hours to make their choice. Employee's who fail to make a selection in the 48 hours will be allowed to bid for only those weeks that are available at the time they are prepared to make their selection.
14. 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.
15. If a request for annual leave outside the choice vacation period is submitted by an employee to the appropriate supervisor at least seven (7) days prior to the first day of the requested leave, a determination shall be made on such request 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. All other requests for annual leave will be considered on a first-come, first-served basis. Seniority will be the determining factor on requests submitted on the same day for the same time frame.
16. Incidental leave will not be denied solely on the basis that the bid annual board is full, for the time period requested. Incidental leave shall not be submitted more than 45 days in advance of the time period requested.

ARTICLE 13

HOLIDAYS

- A. Selection of employees to work on their holiday shall be by tour and facility as follows:
 1. Full-time regular whose holiday it is, voluntary by seniority
 2. Full-time regulars whose scheduled day off it is, voluntary by seniority
 3. **Postal Support Employees (PSE)**
 4. Full-time regulars whose holiday it is, mandatory by juniority
 5. Full-time regulars whose scheduled day off it is, mandatory by juniority

ARTICLE 14

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. If one (1) hour notice is not given, it will be at the employee's option to work the overtime.
- B. Overtime desired lists will be established by tour and facility.
- C. When the need for overtime arises, all qualified and available full time regulars on the overtime desired list will be utilized prior to Postal **Support Employees (PSE)**.

ARTICLE 15

LIGHT DUTY ASSIGNMENTS

- A. Light duty assignments in the crafts represented by the union will be determined by consultation between the union and management when the need arises.
- B. When an employee requires a temporary light duty assignment, every effort will be made to retain the employee on his/her normal tour of duty (i.e. Tour 1, Tour 2, Tour 3).

ARTICLE 18

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 22

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. **BIDDING PROCEDURE**
 - 1. Employees on leave during the posting period will be notified by mail of any vacant or newly-established craft duty assignment.

