

Local Memorandum of Understanding

**U.S. Postal Service
Aurora, Co, & Local APWU**

November 21, 2006

to

November 20, 2010.

Preamble

This agreement (referred to as Local Memorandum of Understanding) is entered into as of the 20th day of November, 2007, between the Aurora Post Office and the Aurora Local, American Postal Workers Union (hereinafter referred to as “the Union”)

Item 1 Wash-up Time

Employees who work with toxic materials and/or grease shall be given 10 minutes wash-up time before lunch break and immediately before the end of their workday.

Item 2 Regular Work Week

There shall be a regular five (5) day work week, Saturday through Friday, with fixed or rotating rest days. Consultation between the Union and Management will determine the days off on all newly created positions. Whenever practicable, the fixed days shall be consecutive.

Item 3 Guidelines for Curtailment Or Termination of Postal Operations

In the event of an officially declared emergency caused by flood, storm, or other extreme environmental condition or by any type condition officially determined or declared by Federal, State or Local Authority or which can be characterized as extreme or hazardous by a reasonable and prudent judgement, Management officials, after consultation with the representative of the employee organization affected, will determine the severity of the condition and will consult with the Manager Post Office Operations or District Manager, as appropriate, as soon as possible to review the necessity of curtailing or terminating Postal Operations.

Item 4 Local Leave Program

A. The choice vacation period will run for 365 consecutive days (366 in leap year) beginning the first day of the first pay period of the calendar year. If requested, up to

14% of the employees in each bid unit will be granted annual leave during the choice period with the exception of the weeks beginning with the 2nd full week of December and ending with the week that includes December 31st. During this period annual leave will be granted to 8% of the employees, if requested. Any fractions will be rounded to the nearest whole number. There shall be no less than one (1) opening per week on each of the annual leave rosters.

B. Leave bidding shall commence no later than November 15 and shall end prior to December 15 of each calendar year unless mutually agreed upon by management and the Union.

1. Notice shall be given to all employees no later than November 1 advising them to plan their bid vacations for the upcoming leave year. Employees shall be expected to:

- a.** Select bid choice(s) in order of preference.
- b.** Select a designee to bid on their behalf in the event of an absence.

2. Failure to supply bid dates at the time of leave bidding will result in being passed over.

C. The President of the Union shall be given a copy of all annual leave bid boards. The Union representative of the leave bidding unit involved will be notified of any revisions of the leave board within the unit.

D. Vacations will begin on Monday continuous through Sunday.

E. Bidding for the current leave year will be as follows:

1. Clerk Craft

- a.** Main Office, Buckingham and Hoffman Heights and the pool-Relief employees covering these stations.
- b.** Altura, Fletcher, Fitzsimons and the Pool-Relief employees covering these stations.
- c.** Gateway and the Pool-Relief employees covering Gateway.
- d.** Tower and the Pool-Relief employees covering Tower.

2. Maintenance Craft will bid installation-wide by occupational group: Seniority will be determined by length of service in the Maintenance Craft within the installation.

F. Bidding will be verified by the use of PS Form 3971 completed in duplicate by the employee for each leave period being bid and the signed, dated and approved duplicate returned to the employee as soon as possible.

G. Bids will be awarded within the units described above based on seniority in the Aurora Post Office. Bidders may elect to split weeks once in the first round.

Employees who have sufficient leave may bid a second round. When the first and second bidding rounds are completed, all leave requests will be classified as incidental leave.

Closing Statement

This Local Memorandum of Understanding has been negotiated in good faith by all parties involved and all parties agree to abide by the provisions set forth herein.

Every item contained within this Local Memorandum of Understanding shall continue in full force and effect for the duration of the National Agreement from November 21, 2006 to November 20, 2010; however, it shall be extended until the finalization of future negotiations and resolution of all pertinent matters involved therein in accordance with the then existing National Agreement. This Local Memorandum of Understanding may be terminated as determined by the parties to the National Agreement.

Les Carruthers
for the United States Postal Service

Shelly Alvarado
for the Union

Item 21 Craft Provisions

A. Management shall post and furnish a copy of an updated seniority list to the union on a quarterly basis.

B. If a duty assignment's starting time is changed one hour cumulative or less, the duty assignment shall not be reposted. If a duty assignment's starting time is changed more than one hour cumulative, the duty assignment shall be reposted unless the incumbent will accept the new starting time. If a duty assignment's starting time is changed more than two hours cumulative, the duty assignment shall be reposted.

C. Any one of the following conditions will cause a duty assignment to be reposted:

1. The addition or deletion of a scheme.
2. A change of duties of 50% or more.
3. A change in the assignment station.

D. The length of posting of duty assignments shall be ten (10) days.

E. The successful bidder must be placed in the new duty assignment within fourteen (14) days, except when, after consultation between Management and the Union, the period may be extended up to twenty one (21) days from the day of posting of the successful bidder.

F. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

H. In the event that jury duty falls during an employees scheduled leave and the court refuses the employees and managements request for postponement, management will grant another leave period provided this does not deprive any other employee of their bids for scheduled vacation.

I. Delegates to State, Regional and National Conventions (Assemblies) will be given time off and the time will be charged to their choice vacation time for conventions of one or more weeks duration. Shorter gatherings of less than one week, such as seminars and State Conventions, will not be charged to the choice vacation period. Management will be notified, as soon as possible, of the names and stations of the employee that will be attending the Conventions (Assemblies).

J. No trading of vacations will be permitted without the approval of the President of the APWU and the Postmaster or their designees.

K. Vacated bid leave will be posted for bid in accordance with established posting procedures as set forth in this agreement and the National Agreement within the leave bidding unit where vacated. Bids will be awarded within the unit in the following order of priority:

1. The senior bidder of those employees junior to the employee who vacated the bid leave.
2. The senior bidder of all employees within the unit,
3. Any leave weeks reverted must be submitted to the Local APWU President and Postmaster or their designee. Vacated bid leave will only be posted when at least two weeks notice has been given to management. Only full week periods of vacated leave will be posted.

L. Incidental leave will be granted to 11 percent (rounding rule applies) of the employees, if requested. The 11 percent will include Annual Leave, LWOP,

Maternity and Paternity Leave and Extended Sick Leave, duration of (1) week or more. Requests for unbid annual leave must be submitted by no later than 4:30 P.M. on the Monday of the week immediately preceding the service week for which leave is requested. Requests must be submitted on a signed and dated PS Form 3971. Upon receipt, the supervisor will sign and date PS Form 3971 and note the time. Management will grant such leave on a first-come basis.

Item 13 Holiday Work

The method of selecting employees with the necessary skills to work on a holiday is as follows:

1st Selection: Casual employees, even if overtime is necessary.

2nd Selection: Part-time flexible employees, even if overtime is necessary. If a PTF requests not to work the holiday, he or she may, at management's option, be replaced by a regular employee, as defined in the third selection.

3rd Selection: Full-time and part-time regulars whose holiday or designated holiday it is who have volunteered to work. Selection of the volunteers for each holiday shall be made on the basis of seniority from amongst those who volunteer.

4th Selection: Full-time and part-time regulars whose holiday or designated holiday it is not who have volunteered to work. Selection of the volunteers for each holiday shall be made on the basis of seniority from amongst those who volunteer.

5th Selection: Transitional employees.

6th Selection: Full-time and part-time regulars who have not volunteered to work on the holiday or whose designated holiday and whose holiday it is not. Such employees shall be selected on a juniority basis.

7th Selection: Full-time and part-time regulars who have not volunteered to work on the holiday or designated holiday and whose holiday it is. Such employees shall be selected on a juniority basis.

Sections for holiday scheduling must be in accordance with those sections listed under LMOU Article 14 for the Clerk and Maintenance Crafts.

Item 14 Overtime Desired Lists

1. Clerk "Overtime Desired" lists shall be made up by sections. With the exception of the Main Office, a section shall be defined as a station.
2. Overtime sections.
 - A. The overtime sections for the Main Office shall be:
 - i. Zones 80013 and 80017 scheme qualified clerks
 - ii. Window qualified clerks.
 - iii. Special Delivery Messengers/Clerks
 - B. There shall be a separate Master List consisting of the clerks listed in 2A. above and all other volunteer clerks in the station. When the need for overtime occurs for work that has no qualification requirements, this list will be utilized with clerks selected in order of seniority on a rotating basis. Clerks listed in 2A above performing overtime work within their section, shall be considered unavailable.
 - C. CSBCS, bid holders with senior mail processor duties on their duty assignment will comprise a separate section in any station that CSBCSs may be installed.
3. Maintenance overtime desired lists shall be installation-wide by craft. Seniority will be determined by length of service in the Maintenance Craft within the installation.

Overtime Provisions

The quarterly "Overtime Desired" list shall be posted with two columns so that an employee can volunteer for incidental overtime (this includes before and/or after tour overtime), and/or full tour overtime.

Employees converted to regular shall be allowed five (5) working days to place their name on the bottom of the current "Overtime Desired" list.

Employees on leave during the entire soliciting period of the "Overtime Desired" list shall be given the opportunity to sign the "Overtime Desired" list within five (5) calendar days upon their return to duty, by the end of their tour on the fifth day. After notifying the union and management, the employee will be considered available for overtime the following day.

Pool-Relief clerks on the "Overtime Desired" list at the Main Office, when covering a duty assignment at another station, shall be eligible to work overtime at that station. When Pool-Relief employees are assigned to cover at a station they will remain in the rotation at the Main Office; however, if the employee is required to work overtime at the station they will be determined to be unavailable for overtime at the Main Office. If the voluntary "Overtime Desired" list does not provide sufficient qualified people in a station that is covered by a Pool-Relief employee, the Pool-Relief employee may be selected for overtime at that station.

After the "Overtime Desired" list is posted, no employee will be permitted to add his or her name to the list except as specified in this agreement. Employees may be permitted to take their names off the list, but having done so, must remain off the list for the remainder of the current quarter. The employee must notify his or her supervisor and union representative in writing of their desire to be removed from the ODL. The effective date of the removal will be no more than 24 hours after the supervisor is given written notification, providing the employee has not been previously scheduled for overtime.

If for any reason the negotiated sections are no longer applicable for the assignment of overtime work, the Union and the employer shall meet to update the sections.

Item 15 Light Duty Assignments

Light duty assignments will be assigned on an as needed basis providing the Assignment does not infringe upon a bid position of a full-time regular employee.

Item 18 Assignments Comprising a Section

A section will be comprised of a station.

Item 19 Employee Parking Spaces

A joint parking committee will be established consisting of one representative from APWU, one representative from NALC and one representative from Management. Each committee member will have an equal vote. Any available employee parking spaces will be determined at the station level by both Unions and Management. Should any disputes arise, the parking committee will be called upon to resolve the problem.