

***2010 LOCAL MEMORANDUM
OF UNDERSTANDING***

BETWEEN THE

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

AND THE

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

Lyons, Colorado Recognition

The Employer recognizes the Denver Metro Area Local , American Postal Workers Union, AFL-CIO as the exclusive bargaining representative for all Lyons employees in the following crafts as certified and recognized at the National level: Clerks, Maintenance, Motor Vehicle.

DURATION

This **2010** Local Memorandum of Understanding has been negotiated in good faith by all parties involved and all parties involved agree to abide by the provisions set forth herein.

This Local Memorandum of Understanding is entered into as of _____ by and between the Lyons Post Office and the Denver Metro Area Local, American Postal Workers Union for the duration of **2010-2015** National Agreement.

ARTICLE I WASH-UP PERIODS

A reasonable wash-up time will be granted all workers represented by the American Postal Workers Union who perform dirty work or work with toxic materials. Employees on the clock performing dirty work will be granted reasonable wash-up time prior to lunch, end tour or window duty. The time should be determined by the type of work performed by the individual.

In the event of disputes, consultation should be conducted between the Union and management.

ARTICLE II WORK WEEK

Full time regulars shall have a five (5) day workweek with fixed days off. Whenever possible, non-scheduled days will be consecutive.

ARTICLE III GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

- 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 postmaster or his designee shall determine the severity of the condition as it affects postal employees, and shall decide, within his/her authority, the necessity of granting administrative leave. Consideration shall also be given, within his/her authority, to grant administrative 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 an APWU represented 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.

ARTICLE IV - XII

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 begin January 1st and continue through the 1st Friday in December and shall also include the week following Christmas. The maximum number that will be off each week during the choice period shall be one (1) clerk.
- C. 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.
- D. 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 and to avoid forfeiture of leave.
- E. Bidding of annual leave during the choice vacation bidding process shall be done on a seniority basis.
- F. Canceled choice vacation selections will be posted and awarded by seniority from the vacating employee on down.
- G. Any employee covered by this agreement who is called for jury duty during his/her scheduled choice vacation period is eligible for another available choice period.
- H. The beginning date of the new leave year will be posted on bulletin boards no later than November 1st.
- I. Once annual leave has been granted or approved on a form 3971 or entered on the master leave scheduled by a supervisor, that leave shall not be rescinded except in an emergency.
- J. Annual leave will not be charged to employees choice vacation leave period while attending a National, State, Region, convention, assembly.
- K. Notice of vacation bidding will be posted on the bulletin boards and the selection period shall be from November 15th through December 15th. Once an employee's 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 time they are prepared to make their selection.

- L. If a request for annual leave, is submitted by the employee at least **ten (10)** 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 serve basis.

ARTICLE XIII HOLIDAYS

Selection of employees to work on their holiday shall be by tour as follows:

1. **PTF**
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's)**
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 LIGHT DUTY ASSIGNMENTS

- A. Light duty assignments shall be made only in accordance with the provisions of the National Agreement.
1. The Union and the employer agree that the early return of an employee to duty has therapeutic value. The employer shall make every reasonable effort to find suitable duties, which meet the employee's physical limitations. These efforts shall commence immediately upon the employee's written request for a light duty assignment.
 2. 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 that individual(s).
 3. Every reasonable effort shall be made to assign light duty assignments commensurate with that individual's normal work hours.

