

# **FRUITA, CO**

**Local Memorandum of Understanding**

**Between**

**United States Postal Service**

**and**

**Western Colorado Area Local #600  
American Postal Workers Union AFL-CIO**



**May 21, 2015 - September 20, 2018**

## **ARTICLE 8 HOURS OF WORK**

### **Section 1. Overtime Assignments**

- A. Two weeks prior to the start of each calendar quarter, full-time employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.
- B. The list shall be arranged by seniority and after completion, a copy furnished to each steward or in the absence of a steward be sent to the Western Colorado Area Local at P. O. Box 4009, Grand Junction, CO 81502.
- C. When overtime is required, craft employees shall be individually notified of the amount of overtime required. Such notice shall be given at least one (1) hour prior to the end of the tour, whenever possible.

### **Section 2. Exchange of Information**

- A. Every effort shall be made to provide for a mutual exchange of information, ideas and views between the employer and the union with regard to any permanent change in the work week, including change in daily work hours, for individual assignments, a group of assignments or all assignments in the work shift.

### **Section 3. Wash-up Time**

- A. The employer agrees to abide by the National Agreement, Article 8, Section 9. All employees will be given a reasonable wash-up time immediately prior to lunch and the end of their work day.

## **ARTICLE 10 LEAVE**

### **Section 1. Choice and Non-Choice Vacation Periods**

- A. Choice Vacation Period. The choice vacation period shall begin the first full week in January and extend through the last full week of November plus the week between Christmas and New Year's Day.
- B. Non Choice Vacation Period. Vacation during the month of December (excluding the week between Christmas and New Year's Day) will be at the discretion of the immediate supervisor and the needs of the United States Postal Service.

### **Section 2. Vacation Planning**

- A. Clerk Craft
  - 1. The employer and the union shall consult in December of each year to determine the categories and the number of employees in each designated facility to be granted annual leave at one time during the upcoming Choice Vacation Period.
  - 2. By January 1<sup>st</sup> of each convention year, the union shall notify the employer of the days to be reserved for delegates of the Local APWU who will be attending the National Convention. These days shall not exceed the allowed leave quota.

3. For delegates attending the State Convention, the employer will reserve Thursday through Sunday for the convention week on the Choice Vacation Chart. The number of delegates shall not exceed the allowed leave quota.
4. Delegates shall not have leave to attend State or National Conventions charged to their vacation selections.

### **Section 3. Bidding Requirements**

- A. Choice Vacation Period. During the choice vacation period 20% (fractions rounded to the nearest whole number), or one person, whichever is greater, of the total clerk compliment shall be granted annual leave at one time.
- B. Non-Choice Vacation Period. During the non-choice vacation period, the immediate supervisor may approve requests for annual leave at their discretion.

### **Section 4. Bidding Procedure**

#### **A. Management Requirements.**

1. The leave chart for the choice vacation period shall be posted in each designated facility and kept up to date by the employer.
2. Bidding for choice vacation period leave shall begin in December and shall be completed by the last working day of December.
3. The employer in each designated facility shall call employees, in order of seniority, to view the chart which shall show all periods available for bid. Employees will be furnished a Form 3971 or other appropriate form agreed upon by the local on which they will fill out their vacation preference. The form will be provided in duplicate with the seniority number in the upper right hand corner. The employee will receive the duplicate copy of this form indicating approval of their leave choice. The supervisor shall immediately enter that employee's selection upon the leave chart. Employees shall be given no longer than 3 days to make their selection unless they have a reasonable reason to take longer, they have notified their supervisor and have an agreement with the supervisor that they can take an extra 2 to 3 days.
4. Employees on leave at the time of their selection shall be notified by the employer of the time that their selection may be submitted.
5. Employees who are non-scheduled when it is their turn for selection may make a selection by phone, email or fax. Such bidding must be accompanied by a completed form filled out on their next scheduled work day.

#### **B. Employee Requirements**

1. Bidding and awarding of annual leave during the choice vacation period shall be by designated facility seniority.
2. Employees may not bid leave in excess of that which will be available to them by the end of their vacation. Employees who do not have a sufficient leave balance for periods signed up for shall have the selection canceled. Periods so canceled shall be posted for bid immediately as per Section 5.
3. Employee's vacation periods shall begin on the start of the employees basic work week. Full time regular employees basic work week will begin on their first scheduled work day after the employees second non-scheduled work day. The basic work week for part time flexible employees will start on Saturday and end on Friday.

4. The employee retains the inherent right to waive the right to bid leave during the bidding process. If an employee does not make a selection at that time, when he/she does select, the selection shall be made from the periods available.
5. Part-time flexible employees may use a minimum of 30 hours leave to obtain a full week of scheduled leave.

**C. First Round of Bidding**

1. All available weeks of choice vacation period leave shall be open for bid.
2. Employees shall be granted up to ten (10) days or fifteen (15) days of continuous annual leave according to the employee's yearly annual leave earnings. Employees may make two selections, at their options, in units of either five (5) or ten (10) days during the choice vacation period.

**D. Second Round of Bidding**

1. All weeks still available on the choice vacation period chart in each designated facility shall be open for bid in units of whole weeks only.
2. Bidding shall be by designated facility seniority, as far as practical, for remaining periods.
3. At the conclusion of round two, the leave chart shall be finalized except for uncommitted weeks and the occasional leave (see Article 10, section 4F).

**E. Uncommitted Leave Procedures**

1. Full weeks remaining available after the conclusion of round two shall be available for employees at each designated facility at any time provided that skill and category restrictions are maintained. In case of a tie, seniority shall prevail.
2. Uncommitted leave must be bid in 40 hour increments. Leave must be requested over 30 days prior to the start of the vacation period requested. In case of a tie, seniority shall prevail.

**F. Occasional Leave**

1. After the round of bidding, an occasional leave chart shall be posted for each designated facility. Employees may NOT bid occasional leave in advance of 33 days prior to the date requested. Bids shall be first come first served. In case of a tie, seniority shall prevail.
2. Occasional leave must be requested in 8 hour increments. No request for less than one whole day will be considered.
3. Employees shall give 48 hours minimum notice when signing up for available occasional leave. Requests should be consistent with the bidding restrictions.

**G. Leave Requests**

Upon receipt of a request for uncommitted or occasional leave, the supervisor shall determine the senior person requesting leave, ascertain the availability of the leave requested, enter the employee's name on the vacation chart and sign the 3971 approving the leave.

## **Section 5. Cancellation Procedures**

- A. Cancellation of scheduled annual leave should be submitted in writing to the immediate supervisor at least two (2) weeks in advance of the scheduled leave.

- B. All canceled bids for annual leave shall be posted for bid at the designated facility every Tuesday by noon. Bids shall be accepted until 0800 Thursday of the same week. Results shall be posted by 1700 Thursday evening.
- C. Vacated annual leave shall be bid and assigned first to the senior employee in the craft who is junior to the vacating employee and hence through the seniority roster and back around to the vacating employee. Requesting employees must have the leave balance to cover all leave commitments.
- D. There shall be no mutual trades of leave. All canceled leave shall be posted in accordance with Section 5, "cancellation procedures".

## **Section 6. Emergency Leave**

- A. Annual leave, except for emergency leave, must be approved in advance. In case of emergency, the employee must notify management as soon as possible as to the emergency situation and the duration of absence.
- B. Every effort shall be made to grant requests in the case of death or serious illness of any other relative or person with close personal ties.

## **Section 7. Jury Duty**

- A. The employer agrees to abide by the Article 10, Section 3, (F) of the National Agreement. Employees will not be required to use choice annual leave for jury duty.

## **ARTICLE 11. HOLIDAYS**

**Section 1.** A holiday volunteer list shall be posted 14 days prior to the up-coming holiday requesting volunteers for holiday work.

**Section 2.** In the selection of employees to work holidays under Article 11, Section 6, of the National Agreement, the following order shall be followed:

- A. All postal support employees (PSE's) and part time flexible employees to the extent possible, even if payment of overtime is required.
- B. 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.
- C. Full time and part time regular employees whose scheduled non workday falls on the holiday and possess the necessary skills even though the payment of overtime is required.
- D. Full time and part time regulars who have not volunteered to work their holiday, by juniority up.

## **ARTICLE 12. REASSIGNMENTS**

Sections for the Fruita Post Office shall be the entire installation.

## **ARTICLE 13. ASSIGNMENT OF ILL OR INJURED EMPLOYEES**

### **Section 1. Definition of Light Duty**

- A. Light duty assignments are defined as any available work which the employee is physically able to perform as determined by a licensed physician or chiropractor.

## **Section 2. Establishment of Light Duty Assignments**

- A. Light duty assignments will be made on an individual basis consistent with medical restrictions.

## **Section 3. Assignment within Tour and Craft or Across Craft Lines**

- A. Establishment of light duty assignments shall be accomplished through consultation between the representatives of the crafts involved and the employer.

## **ARTICLE 14. SAFETY AND HEALTH**

**Section 1.** As determined by the employer or upon notice by competent local authority, as emergency conditions occur, the employer shall promptly take corrective action to protect the safety and well-being of all employees by evacuating the facility or releasing employees from duties as appropriate.

**Section 2.** Local competent authority is defined as local officials responsible for community safety.

## **ARTICLE 17. REPRESENTATION**

### **Section 1. Labor Management Meetings**

- A. The parties to this agreement shall meet each calendar quarter. The time to be mutually agreed upon.
- B. Additional meetings may be called by mutual agreement if requested by either party.
- C. Agenda items shall be exchanged by the parties at least 48 hours before the scheduled meeting. Items not on the agenda may be discussed only by mutual consent.
- D. The number of employees who may attend the meeting shall be equal for both parties and shall not exceed (3).
- E. Minutes shall be kept by management and shall be reviewed, corrected and signed by both parties. A copy shall be posted on the official bulletin board.
- F. Agenda items agreed upon which require management action shall be acted upon as soon as possible but no later than 30 days.

## **ARTICLE 20. PARKING**

### **Section 1. Assignment of Employee Parking**

- A. All parking at the Fruita Post Office shall be on a first come first served basis.

## **ARTICLE 22. BULLETIN BOARDS**

The employer shall provide the union with one bulletin board for its exclusive use at each installation, branch or station.

## **ARTICLE 37. CLERK CRAFT**

### **Section 1. Seniority**

- A. The employer shall post a copy of the seniority on a quarterly basis. This shall be done during the first week of a quarter.

### **Section 2. Posting**

- A. The following conditions shall require posting of a position.
  - 1. A 50% or more change in the primary duty assignments or principal assignment area.
  - 2. A permanent change of more than one hour from the posted reporting time.

### **Section 3. Posting Procedures**

- A. The posting period shall be 5 days.
- B. Employees wishing to bid for a posted vacancy shall submit an online bid through the postal lite blue web-site in E-Bidding by the closing date. Late bids will not be honored.
- C. Successful bidders shall be placed into the position no later than 14 days after the announcement of the successful bidder.
- D. The employer agrees to assign fixed days off, consecutive when possible, to full time duty assignments.
- E. When absent employees have so requested in writing, stating their mailing address, a copy of any notice inviting bids from the clerk craft shall be mailed to them by the installation head.

## **ARTICLE 38. MAINTENANCE CRAFT**

In the event this office become a maintenance capable office (PS-5 and above), the employer and the union will meet to negotiate these items as appropriate.

## **ARTICLE 39 & 40. MOTOR VEHICLE AND SPECIAL DELIVERY CRAFTS**

When positions in these crafts are established, the employer and the union will meet to negotiate these items as appropriate.

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding entered into on October 20, 2016, at Fruita, Colorado between representatives of the Fruita Post Office and the Western Colorado Area Local, American Postal Workers Union, signatory to the National Agreement pursuant to the local implementation procedures of the 2015 National Agreement. This memorandum of understanding constituting the entire agreement of matters relating to local conditions of employment.

### **UNION RECOGNITION**

The employer recognizes the Western Colorado Area Local of the APWU, AFL-CIO as the exclusive bargaining representative for all employees in the clerk, maintenance, motor vehicle and special delivery messenger craft bargaining units for which each has been certified and recognized at the national level.

### **SEPARABILITY AND DURATION**

The term of this memorandum of understanding shall be effective on signature by the employer and the union and shall remain in full force and effect to and including 12 o'clock, midnight, September 20, 2018 and for such a period as the National Agreement may be extended.

Should any item of this local implementation be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction or invalidation through Regional and/or National action, such invalidation of such part or provisions shall not invalidate the remaining provisions of the local implementation, and they shall remain in full force and effect.

*Peggy Wemple*

Peggy Wemple  
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November 4, 2016



Lelia Barrow Garcia  
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Western Colorado Area Local #600  
American Postal Workers Union, AFL-CIO

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