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LOCAL IMPLEMENTATION

OF THE

1994 NATIONAL AGREEMENT

BETWEEN

APWU OF THE PROVIDENCE, R.I. AREA LOCAL

BRISTOL BRANCH

AND

UNITED STATES POSTAL SERVICE

BRISTOL, R.I. 02809-9998

RECOGNITION

It is agreed that the Providence, R.I. Area Local of the American Postal Workers Union, AFL-CIO, representing all employees in the Clerk, Motor Vehicle, Special Delivery and Maintenance crafts, is recognized as the designated agent of the American Postal Workers Union.

ARTICLE XXX

LOCAL IMPLEMENTATION -- NATIONAL AGREEMENT

This agreement (referred to as the Local Implementation -- Article XXX, National Agreement 1994), entered into at Bristol, RI 02809-9998, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, together with the Articles of the Local Memoranda of Understanding presently in effect and not in conflict with the National Agreement and the 1994 National Agreement constitute the entire agreement on matters relating to local conditions of employment.

WASH-UP TIME

Item 1.

Management will grant all APWU employees three (3) minutes wash-up time prior to their lunch period and three (3) minutes wash-up time prior to the end of their tour of duty.

WORK WEEK

Item 2.

Regular work week of five (5) days with fixed days off.

CURTAILMENT OF POSTAL OPERATIONS

Item 3.

The Postmaster or his/her designee will curtail or terminate postal operations when he/she determines that continued operations would be dangerous or seriously harmful to employees. When local authorities determine a state of

emergency exists, the Postmaster or his/her designee shall consider the Union's recommendation.

LEAVE PROGRAM

Item 4.

- A. Selections for choice vacations will take place from the first workday in February through March 31 by seniority. Employees will have five (5) days to make their choice or they will relinquish their turn to the next senior employee. any employee who fails to make his or her choice with the five (5) days will be considered to have waived his or her right and will not be permitted to reclaim his or her seniority to the disadvantage of an employee who has made his or her selection in the interim. However, he or she may reclaim the vacation chart at any time to make his or her selection. This selection must be made within a twenty-four (24) hour period.
- B. By seniority, employees will be notified of their turn to select their choice vacation. They will be given the opportunity to review the choice vacation chart and make their choice. The vacation schedule, when completed, shall be posted within ten (10) calendar days of the final selection.
- C. There shall be no exchanging of leave among the employees .
- D. Military Duty leave will not be charged to choice vacation period.
- E. All advance commitments for granting annual leave must be honored, except in serious emergency situations.

- F. An employee shall notify management in writing at least one (1) week prior to the effective date of his/her choice vacation period if he/she chooses to cancel said leave. The canceled leave shall be posted for three (3) workdays for all employees junior to the employee making the cancellation, provided the new selection does not exceed maximum time allowed during the choice period.
- G. Whenever operationally possible, management will honor all previously selected vacation choices made by any recently transferred employees who have made their choice vacation selections at another installation.

DURATION OF THE CHOICE VACATION PERIOD

Item 5.

The choice vacation period will be between the first full week in May through the third full week of September.

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES

VACATION PERIOD

Item 6.

The beginning day of an employees' vacation week will be Monday.

UNITS OF VACATION

Item 7.

- A. Employees, at their option, may request two (2) selections during the choice vacation period. They may be chosen in units of five (5) or ten (10) working days, not to exceed the ten (10) or fifteen (15) days to which the employee is entitled.

- B. Employees who earn twenty (20) or twenty-six (26) days of annual leave have the option to select up to fifteen (15) days of continuous annual leave. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
- C. Employee requests to use the balance of their annual leave may be granted at other times during the year.

JURY DUTY/CONVENTION LEAVE

Item 8.

- A. Jury Duty will not be charged against choice vacation periods.
- B. Management shall inform employees of their rights when they are called for Jury Duty.
- C. Attendance at National or State conventions shall not be charged against choice vacation periods.

MAXIMUM NUMBER OF EMPLOYEES OFF DURING THE CHOICE VACATION PERIOD

Item 9.

- A. The number of clerical employees, excluding maintenance, to be allowed off will be based on the following: ONE (1) TO FIVE (5) EMPLOYEES, ONE (1) EMPLOYEE WILL BE ALLOWED OFF. SIX (6) TO ELEVEN (11) EMPLOYEES, TWO (2) EMPLOYEES WILL BE ALLOWED OFF. TWELVE (12) TO SEVENTEEN (17) EMPLOYEES, THREE (3) WILL BE ALLOWED OFF.
- B. If during the choice vacation period, one (1) week or more weeks are not selected, one (1) or two (2) employees will be allowed off on a daily basis, provided management is notified twenty-four (24) hours in advance.

OFFICIAL APPROVAL OF CHOICE VACATION LEAVE

Item 10.

Official notice of scheduled vacations will be posted. A copy of the notice will be given to the Union representative.

NOTIFICATION OF LEAVE YEAR

Item 11.

The employer shall, no later than November first (1st), publicize on the bulletin board, or appropriate means, the beginning date of the new leave year which shall begin with the first (1st) day of the first (1st) full pay period of the calendar year.

REQUEST FOR LEAVE OTHER THAN CHOICE VACATION PERIOD

Item 12.

- A. Requests for annual leave, other than choice vacation period, shall be approved or denied no later than seventy-two (72) hours after the request for leave is submitted. If the employee is not notified by the seventy-two (72) hour period, the employee will consider for all intent and purposes the request for annual leave as approved, providing the employee is available at the work place to receive the supervisors response.
- B. Employees will be notified, in writing, on the PS Form 3971 the reason for management's disapproval of a leave request.
- C. In other than choice vacation periods, at least one (1) employee per craft represented by the APWU will be allowed off on an annual leave per day.
- D. No employee shall have his or her leave canceled as result of unexpected absences unless all other possibilities have been exhausted, including the payment of overtime to employees on their day off.

E. The leave year for selection purposes will be from April 1 to March 31.

HOLIDAY SCHEDULE

Item 13.

It is understood that the holiday schedule will be in accordance with Article 11 of the National Agreement, necessary skills and the following:

HOLIDAY SCHEDULE PECKING ORDER:

1. All casuals, even if overtime is necessary.
2. All part-time flexibles, even if overtime is necessary.
3. **Volunteers**, full and part-time fixed scheduled employees by seniority.
 - A. Employee's regularly scheduled for that day.
 - B. Transitional Employee's
 - C. Employees non-scheduled for that day.
4. **Non-volunteers**, full and part-time fixed scheduled employees by inverse seniority.
 - A. Employees non-scheduled for that day.
 - B. Employees scheduled for that day.

OVERTIME DESIRED LIST

Item 14.

The overtime desired list will be by sections. When, during the quarter, the need for overtime arises, employees with the needed skills who have listed their names will be selected in order of their seniority on a rotating basis. Those absent or on leave will be passed over.

LIGHT DUTY ASSIGNMENTS

Item 15.

- A. When an employees physician has indicated that an employee should be on light duty, management will make every effort to keep the employee fully employed, within the availability of his or her requirements as stated by the physician, within the office and in accordance with Article 13 of the National Agreement.
- B. Management and the Union will meet whenever deemed necessary, by either party, to discuss the selection of particular duties, to constitute a light duty assignment for a particular employee.
- C. Management and the Union will meet prior to any employee being denied light duty assignments.

METHOD OF RESERVING LIGHT DUTY ASSIGNMENTS

Item 16.

As outlined in Item 15 paragraph B and C of this agreement.

IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Item 17.

As outlined in Item 15 paragraph B and C of this agreement.

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION

Item 18.

Sections will comprise of: The entire installation is one (1) section.

PARKING

Item 19.

In the event employee(s) are temporarily or permanently handicapped, management will provide him or her with parking privileges to facilitate their access to the ramp.

LEAVE TO ATTEND UNION ACTIVITIES

Item 20.

Annual leave or leave without pay to attend Union activities shall not to be charged to the total choice vacation period.

OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS

Item 21.

- A. The installation head is responsible for day to day administration of seniority. The installation head shall post and furnish a copy of an updated seniority list to the union semi-annually.
- B. The name of the successful bidder and his/her seniority date shall be posted within ten (10) days (excluding December) after the closing date of the posted assignment (bid). If, for any reason, the successful bidder is not placed on the duty assignment (bid), the name and seniority date of the final successful bidder shall be posted and a copy sent to the Union.
- C. Copies of all postal craft assignments (bids) and the name and the seniority date of all successful bidders shall be sent to the Union office within ten (10) days after posting.
- D. If the starting time of any craft duty assignment (bid) is changed by more than one (1) hour, the assignment shall be re-posted for bid unless agreed upon

by the Union. This shall also apply to cumulative changes in the starting time.

- E. The Union shall be notified, in writing, of any changes in the starting time of any bid assignment. This shall include one (1) hour or less.
- F. There shall be at least one (1) Labor-Management meeting quarterly, if needed. Additional meeting can be requested by either parties and their request shall not be unreasonably denied.

**LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO
SENIORITY, RE-ASSIGNMENT AND POSTING**

Item 22.

- A. The movement of employees from their bid position shall be by juniority according to the skills and schemes required on the next assignment. Management retains the right to train employees, but not in lieu of regular bid employees.
- B. A bid employee shall have preference in performing the duties provided by their assignment over non-bid employees.

MISCELLANEOUS LETTERS OF AGREEMENT

The effective date for all suspensions with the exception of emergency placement off duty status, to any employee represented by the Providence RI Area Local, APWU will be set no sooner than ten (10) calendar days after the date of the step two (2) hearing between the parties.

IN WITNESS THEREOF:

UNITED STATES POSTAL SERVICE

Neila A. Healy

NEILA HEALY
POSTMASTER
BRISTOL, RI 02809

Leo Cacicio

LEO CACICIO
PRESIDENT, PROVIDENCE, R.I. AREA LOCAL
1192 PLAINFIELD STREET
JOHNSTON, RI 02919
