

LOCAL IMPLEMENTATION

OF THE

2006 NATIONAL AGREEMENT

BETWEEN

APWU OF THE PROVIDENCE, RI LOCAL

WEST WARWICK BRANCH

AND

UNITED STATES POSTAL SERVICE

WEST WARWICK, RI 02893

## **RECOGNITION**

It is agreed that the Providence Rhode Island 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.

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## ARTICLE XXX

### LOCAL IMPLEMENTATION-NATIONAL AGREEMENT

This agreement (referred to as the Local Implementation-ArticleXXX, National Agreement 2006 entered into at West Warwick, RI 02893, 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 2006 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 four (4) minutes wash-up time prior to their lunch period and four (4) minutes wash-up time prior to the end of their tour of duty.

### WORK WEEK

#### ITEM 2.

The regular work force will have fixed days off. When the number of employees falls below seventeen (17), the minimum number of employees with consecutive days off will be four (4), including all rehab assignments. This will not change for the life of the contract.

## CURTAILMENT OF POSTAL OPERATIONS

### ITEM 3.

The postmaster shall act on advice received from state and local authorities and act with the approval of the SCF. When determination of management has been made that an emergency condition exists, the Postmaster or his/her designee will consult with the APWU President or his/her designee, as to the action to be taken regarding the employees affected. Should curtailment occur, leave for the affected employees shall be handled in accordance with the instructions set forth in Fiscal handbook F-21 (time and attendance) Section 380.

## LEAVE PROGRAM

### ITEM 4.

A.. Employees who sign up for a vacation period, excluding incidental leave, will be required to take leave for the entire period they sign up for. In the event an employee had insufficient leave available to cover the entire period, the employee must forfeit the entire selection. When an employee forfeits this selection, it must be offered to the next senior employee who did not have the opportunity to bid.

B. Employees may cancel their vacation selection(s) in weekly increments by making written notice to the responsible manager or supervisor at least 30 days prior to the starting date of the vacation selection. A copy of this will be forwarded to the Union.

C. In cases where the employee wishes to cancel vacation selection(s) in weekly increments within 30 days of the starting date of the vacation selection, the employee must make written request to the responsible manager or supervisor. The manager/supervisor will notify the employee in writing that the request has been approved or disapproved. Such notification will be made without unreasonable delay. A copy of this notice will be forwarded to the Union.

D. When an employee cancels a choice vacation selection(s) more than 30 days prior to the starting date of that vacation selection management will offer the returned selection(s) to employees by posting notice of its availability. For one calendar week following the date of posting, the canceled week(s) will be available only to those employees (by seniority) who

## ITEM 4.

did not have the opportunity to select that week(s) during the initial vacation selection period.

After that, the canceled week(s) will be available on a first come first serve basis.

E. Leave requests that may potentially impact holiday scheduling for dates that are determined to be a holiday or days designated as a holiday may not be considered nor honored under the provisions set forth in Item 4. Employees may submit and management may consider, without guarantee, leave requests for a day that is determined to be a holiday or days designated as a holiday after the effected holiday schedule is posted in accordance with the National Agreement.

F. Choice vacation selections will begin on the Monday of the first full week of January

G. The following shall be the rules governing the request for annual leave that was not selected during the employees vacation choices:

TEM 4. G.

1. All requests for annual leave shall be submitted on PS form 3971.
2. The vacation leave year will start at the beginning of the forth full week in April and continue through the third full week of April of the following year.
  - A. Incidental leave request can be granted by seniority for the top three choices. After April 5th, leave will be granted on first come first serve basis.
3. Any PS form 3971 submitted will be answered within seventy- two (72) hours.
4. When a PS form 3971 is submitted less than seventy- two (72) hours in advance management will answer within twenty- four (24) hours.
5. When a PS form 3971 is submitted for leave request within twenty- four ( 24) hours management will answer the request prior to the employees end of tour of duty on the day of request, provided the employee submits the PS form 3971 three (3) hours prior to the end of their tour.
6. When PS form 3971 is submitted for the same day of the request of leave management will answer prior to the request of time.
  - E. In all of the above cases, the employee must fill out a PS form 3971 and duplicate and hand them to his/her immediate supervisor. The supervisor shall indicate on both copies of the PS form 3971 the date and time of the said request. The employee shall be given a copy.
  - F. Part time flexible clerks will use six (6) hours per day and thirty (30) hours annual leave per week during non prime time and eight (8) hours per day and forty (40) hours annual leave per week during prime time months.

## **CHOICE VACATION (PERIODS)**

### **Item 5.**

The choice vacation period will begin on the first (1st) Monday in May and end on the third (3rd) Saturday in September. Thanksgiving week will also be considered part of the choice vacation period.

## **VACATION START DAY**

### **Item 6.**

- A. The vacation start day will begin on a Monday and end on a Sunday.
- B. If at all possible, management will avoid scheduling part time flexible employees on the Sunday prior to the start of their vacation.

### **Item 7.**

- A. Employees, at their option, may request two (2) selections during a 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 an 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 the 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.
- D. The number of clerks to be granted annual leave during NON-PRIME TIME will be based on the following formula:



- One (1) to eleven (11) career clerk-One (1) off.
- Twelve (12) to fifteen (15) career clerks-Two (2) off.
- Sixteen (16) and the above career clerks-Three (3) off.

E. This non- prime time will not include ten (10) days prior to Christmas, when one employee will be allowed to use annual leave.

**Item 8.**

- A. Neither jury duty service by any employee nor attendance at national conventions by union officials will be charged to the vacation period.
- B. Employees on military leave during a choice vacation period are eligible for another period provided that choice does not deprive any other employee of their first choice for scheduled vacation.
- C. Management shall inform employees of their rights when they are called for jury duty.

**Item 9.**

- A. The number of clerks to be granted annual leave during Prime-Time will be based on the following formula:
  - One (1) to six (6) career clerks-One (1) off.
  - Seven (7) to eleven (11) career clerks-Two (2) off.
  - Twelve (12) to fifteen (15) career clerks-Three (3) off.
  - Sixteen (16) and above career clerks-Four (4) off.
- B. The entire clerical force shall be considered one selection.
- C. The entire maintenance force shall be considered one selection.

**Item 10.**

Official notice of scheduled vacations shall be posted.

**Item 11.**

Prior to November first (1st), the employee shall publicize, on the bulletin board, of other appropriate means, the beginning date of the new leave year which shall begin with the fourth (4th) full week in April to the third (3rd) full week of April in the following year.

**Item 12.**

All employees with annual leave balances in excess of four-hundred forty (440) hours as of October first (1st) of the calendar year will be required to schedule annual leave for the amount in excess of four-hundred forty (440) hours.

Employees in this situation will be allowed ten (10) calendar days to schedule their excess leave.

**HOLIDAY SCHEDULE**

**Item 13.**

1. It is understood that the holiday schedule will be in accordance with Article 11 of the National Agreement, necessary skills and the following:
- 2.

**HOLIDAY SCHEDULE PECKING ORDER**

- A. All casuals, even if overtime is necessary.
- B. All Part-Time flexibles, even if overtime is necessary.
- C. All PTF on a rotating basis, even if overtime is necessary, as scheduling

is required.

D. If a part-time flexible employee misses their rotation, they will be required to work the next holiday.

E. Volunteers, full and part-time fixed scheduled employees by seniority.

1. Employees regularly scheduled for that day.
2. Transitional employees.
3. Employees not scheduled for that day.
4. Part-time flexible clerks volunteering to work a holiday will not change the original rotation.

F. Non-volunteers, full and part-time fixed scheduled employees by inverse seniority.

1. Employees not scheduled for that day.
2. Employees not scheduled due to their designated holiday.

G. If at all possible, part-time flexible employees on vacation prior to a Monday holiday will not be scheduled to work the Monday holiday

## OVERTIME

ITEM 14.

A. When the need for overtime arises during the quarter, employees with the needed skills who have listed their names will be selected in order of their seniority on a rotating basis.

B. Management will maintain an overtime desired list each quarter. The Union will be furnished a copy of the same. The list will have the option of pre- tour, after tour, non-scheduled days, and

ten (10) or twelve (12) hour tours. These options are to state a preference only. C. Whenever a

part-time employee is converted to a full time employee, he/she

may submit his name to his/her supervisor in charge within 7 working days after the effective working date of the promotion.

D. Overtime will be announced prior to an employee's scheduled lunch break, whenever possible.

### **LIGHT/LIMITED DUTY**

#### **Item 15.**

A. Limited Duty: Assignments provided to an employee who has physical limitations, identified by a qualified/treating physician resulting from an on-the-job injury.

B. Light Duty: Light duty is provided in accordance with Article XIII

#### **Item 16.**

Employees represented by APWU shall be given priority in light duty assignments involving APWU craft work. The Union shall be furnished a list of light duty assignments upon request. The re-assignments of a full-time regular or part-time employee to a temporary or permanent light duty or other assignment, shall not be made to the detriment of any full-time regular on a scheduled assignment, or give a re-assigned part-time preference over other part-time employees.

#### **Item 17.**

Light Duty assignments shall be addressed be a case by case basis.

## **RE-ASSIGNMENTS**

### **Item 18.**

Re-assignments do to the excess needs of a selection or selections will be by juniority and consistent with the National Agreement Article XII.

### **Item 19.**

Annual leave for the union officials to attend activities is not to be considered part of the total choice vacation period. When these duties occur during the time selected for choice vacations, employees will be eligible for another period provided this does not deprive any other employee of his first choice for scheduled vacation.

## **SUPPLEMENTAL AGREEMENTS**

### **Item 20.**

A. There shall be at least one (1) labor management meeting quarterly, if needed.

Additional meetings can be requested by either the union or management in their request shall not be unreasonably denied.

ITEM 20.

- 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 otherwise mutually agreed upon by the Union and Management. 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. The Union shall be supplied with an up-to-date seniority list semi-annually.
- G. Corrected bid notices shall be posted ten (10) days prior to closing.

## SENIORITY, RE-ASSIGNMENT AND POSTING

### Item 21.

- 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; however, no regular shall be replaced for more than two (2) hours on any scheduled day. Also, if training is done on a frequent basis, it will be done on a rotating basis, it will be done on a rotating basis so that employee is not consistently displaced.
- B. At all times, a bid employee shall have preference in performing the duties provided by their assignment over non-bid employees.

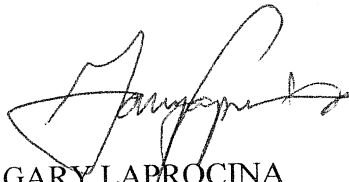
## **MISCELLANEOUS LETTERS OF AGREEMENT**

The effective date for all suspensions with the exception of emergency placement off duty status, to any employee represented by the Providence Rhode Island 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



GARY LAPROCINA

POSTMASTER

WEST WARWICK RI 02893



Michael E. Conway  
APWA Steward

PRESIDENT

RHODE ISLAND AREA LOCAL

1192 PLAINFIELD STREET

JOHNSTON, RI 02919