

LOCAL IMPLEMENTATION  
OF THE  
NATIONAL AGREEMENT

2010 - 2015

(Local Memorandum of Understanding)

BETWEEN

UNITED STATES POSTAL SERVICE  
HARRISVILLE, RHODE ISLAND 02830

AND

PROVIDENCE RHODE ISLAND  
AREA LOCAL  
APWU

December 22, 2014

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## **ARTICLE XXX**

### **LOCAL IMPLEMENTATION -- NATIONAL AGREEMENT**

This agreement (referred to as the Local Implementation - Article XXX, National Agreement 2010-2015) is entered into at Providence, RI 02904, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, together with Articles of Local Memoranda of Understanding presently in effect consistent with the 2010-2015 National Agreement, constitute the entire agreement on matters relating to local conditions of employment. This agreement shall cover the Harrisville, RI, Installation including the Glendale, RI, Post Office.

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## **Item 1. ADDITIONAL OR LONGER WASH-UP PERIODS**

**Item 1.** All APWU craft employees, with the exception of the Maintenance craft employees shall be granted five minutes wash-up time prior to the lunch period and five minutes wash-up time prior to the end of their tour of duty. Maintenance Craft wash-up periods will be afforded as required, consistent with the work assigned. It is understood that wash-up periods are provided for that purpose.

## **Item 2. THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

**Item 2. Section 1.** Regular workweek shall consist of five days with fixed consecutive days off whenever operationally possible, with the exception of any Non-Traditional Full-Time duty assignments.

**Item 2. Section 2.** When new assignments are considered, the Union must be advised prior to the assignment of the non-scheduled day off of the new assignment.

## **Item 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

**Item 3. Section 1.** The Installation head/Postmaster or designee shall curtail or terminate postal operations when it is determined that the continued operations would be dangerous or seriously harmful to employees. When local authorities determine a state of emergency exists, the Installation head or designee will consult with local union officials to determine what, if any, curtailment will take place. The Installation head or designee shall consider the union's recommendations.

**Item 3. Section 2.** Management shall notify the APWU representative with regard to curtailment of termination of postal operations at the earliest possible time, and together, they shall determine the means of notifying the remaining employees who have not yet reported for duty.

## **Item 4. FORMULATION OF LOCAL LEAVE PROGRAM**

### **General**

**Item 4. Section 1.** Employees who sign up for a vacation period shall be required to take leave for the entire period scheduled so long as his/her annual leave balances covers the entire period. Any employee not having sufficient annual leave to cover the vacation selection shall automatically have the selection cancelled and will be notified in writing by the Postmaster or designee.

**Item 4. Section 2.** Employee's requests for leave shall be submitted on PS form 3971, and the employee shall write the specific time and dates they want leave. The Postmaster or designee shall advise the employee of approval or denial, as well as reason for the denial, of the request within forty-eight (48) of submission of the request. Failure by the Postmaster or designee to respond to the request within the forty-eight (48) hours shall be construed as approval of said leave request, provided the employee has a signed 3971 by the Postmaster or Designee showing receipt.

**Item 4. Section 3.** Requests submitted for annual leave occurring within the immediate seventy-two (72) hours shall be answered within twenty-four (24) hours. Failure by the Postmaster or designee to respond to the request within the twenty-four (24) hours shall be construed as

approval of said leave request, provided the employee has a signed 3971 by the Postmaster or Designee showing receipt.

**Item 4. Section 4.** Requests for annual leave on the same day must be submitted on a Form 3971 at least one (1) hour in advance, when possible, and the Postmaster or Designee shall notify the employee of approval or denial, as well as the reason for the denial, prior to the employee's requested time to leave. Failure by the Postmaster or designee to notify the employee shall be construed as approval of said leave request. The Postmaster or Designee must be made verbally aware by the employee that the 3971 has been submitted.

**Item 4. Section 5.** When the responsible Management Official is considering multiple employee requests for leave, employee requests for annual leave shall take preference over leave requests for LWOP for periods of absence for the same time period.

**Item 4. Section 6.** Employees on military leave during the choice vacation period are eligible for another period provided this does not deprive any other employee of their first choice for scheduled vacation.

**Item 4. Section 7.** A regularly scheduled Part Time Flexible employee must use a minimum of two hours of annual leave per day for incidental leave requests of a day or more.

**Item 4. Section 8.** An employee with an annual leave balance in excess of the defined maximum carry over amount as of August 1<sup>st</sup> shall submit a PS form 3971 and request the excess annual leave within ten calendar days. If by August 15<sup>th</sup> the employee fails to submit a request to schedule the excess annual leave, management shall schedule the amount of leave in excess of the maximum carry-over amount.

**Item 4. Section 9.** Every effort shall be made to grant annual leave requests for members' birthdays, anniversaries, religious holidays or to attend a family member's wedding.

**Item 4. Section 10.** The above provisions shall not apply to leave requests that would potentially impact holiday scheduling. 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. 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 affected holiday schedule is posted in accordance with the National Agreement.

**Item 4. Section 11.** Employees may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member as defined in the JCIM, Article 10. Employees may use up to four hours of leave to attend the funeral services of those not identified in the JCIM.

#### **Vacation Planning**

**Item 4. Section 12.** Vacation selection slots will be determined for each section based on the total number of employees in each section on February 1<sup>st</sup>.

**Item 4. Section 13.** The employee vacation selection for periods of one week or more will begin on February 1<sup>st</sup> and will continue until the process is completed but no later than March 1<sup>st</sup>.

#### **Cancellation of Annual Leave**

**Item 4. Section 14.** Employees may cancel their vacation selection(s) in weekly increments by making written notice to the responsible manager or supervisor at least 10 days prior to the starting date of the vacation selection. A copy of this notice will be forwarded to the Union.

**Item 4. Section 15.** In cases where the employee wishes to cancel vacation selections(s) in weekly increments within 10 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.

**Item 4. Section 16.** When an employee cancels a choice vacation selection(s) more than thirty days prior to the starting date of that vacation selection management will offer the returned selection(s) to employees in that section 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 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 served basis.

**Item 5. THE DURATION OF THE CHOICE VACATION PERIOD(S).**

**Item 5.** The choice vacation period shall be the entire leave year with the exception of the service week beginning the Saturday before Thanksgiving through the service week beginning the Saturday after New Year's Day. This does not prohibit the Postmaster or Designee from taking additional requests into consideration.

**Item 6. THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD.**

**Item 6.** Employees will begin their vacation on the Monday of the Service week and end on the following Sunday.

**Item 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.**

**Item 7.** Employees at their option may request one or two selections during the choice vacation period. They may be chosen in units of five or ten working days or one selection of fifteen consecutive days, not to exceed the ten or fifteen days to which the employee is entitled pursuant to Article 10 of the National Agreement.

**Item 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

**Item 8.** Jury Duty and attendance at National APWU Conventions for Union Officials will not be charged to the choice vacation periods.

**Item 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

**Item 9.** One employee shall receive leave each week during the choice vacation period.

**Item 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**

**Item 10.** Official notice of scheduled vacations will be posted at all Stations and a copy of the notice will be given to the union representative certified for that office.

**Item 11. DETERMINATION OF THE DATE AND THE MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

**Item 11. Section 1.** The Employer shall publicize on the bulletin boards, or by other appropriate means, no later than January 15<sup>th</sup> the beginning of the new leave year, which shall begin the first full service week in April and end the week prior to the first full service week of the following April.

**Item 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

**Item 12. Section 1.** Should the agreed-upon percentages be reached during any week, choice or non-choice, that fact alone shall not render additional annual leave requests invalid. Additional requests shall be considered on an individual basis and granted consistent with the Local Agreement and service needs.

**Item 13. THE METHOD FOR SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

**Item 13. Section 1.** The pecking order for holiday scheduling for all employees shall be:

1. Full and Part Time Regular volunteers on their regularly scheduled workday by seniority.
2. Postal Support Employees - even if overtime is necessary.
3. Part Time Flexible employees - even if overtime is necessary.
4. Full and Part Time Regular volunteers on their regularly scheduled day off by seniority.
5. Full and Part Time Regular non-volunteers on their regularly scheduled workday by inverse seniority.
6. Full and Part Time Regular non-volunteers on their regularly scheduled day off by inverse seniority.

**Item 13. Section 2.** A copy of the holiday schedule shall be forwarded to the appropriate steward or other designated union official *prior to* the posting.

**Item 14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.**

**Item 14. Section 1.** When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis. Those absent or on leave shall be passed. Normally, employees who have scheduled leave eight hours or more immediately preceding and/or following non-scheduled days will not be required to work overtime on their off days. However, employees on the Overtime Desired list, if they so desire, may advise their supervisor in advance in writing of their availability to work per-tour or non-scheduled day overtime that is conjunction with approved scheduled leave.

Employees that are absent on an unscheduled absence, shall be bypassed for overtime opportunities for: pre-tour, after tour and for overtime on their non-scheduled days off for unscheduled absences in conjunction with their non-scheduled days off. Such employees shall be considered to be not available and shall be bypassed for the overtime opportunity.

**Item 14. Section 2.** Each quarter the union shall be provided a copy of the Overtime Desired List.

**Item 14. Section 3.** Management shall provide the Union with a copy of the overtime call-in sheets whenever overtime is utilized.



**Item 14. Section 4.** Management shall provide an Overtime Desired Sign-up List with the following selections: Pre-Tour, After-Tour, Non-scheduled Day, up to Ten Hours and up to Twelve Hours.

**Item 14. Section 5.** In the event an employee is on leave during the posting period, the employee may submit their name in writing to the Postmaster or Designee within seven (7) working days after returning to duty. The employee's name shall be placed into the rotation based upon the employee's seniority standing.

**Item 14. Section 6.** Whenever a part time employee or postal support employee is converted to full time, the employee may submit their name, in writing, to the Postmaster or Designee within seven (7) working days of the effective date of the promotion stating their desire to be placed on the overtime-desired list. The employee's name shall be placed into the rotation based upon the employee's seniority standing.

**Item 14. Section 7.** Employees working reasonably close to two hours or more of overtime shall receive a reasonable break within the first two hours of their overtime assignment. Employees working reasonably close to four hours of overtime shall receive an additional break.

**Item 14. Section 8.** After tour overtime will be announced one hour in advance whenever possible but not less than one-half hour in advance. If no announcement is made, or if the employee is not notified, the employee will not be required to stay.

**Item 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.**

**Item 15. Section 1.** Light Duty assignments will be in conjunction with the type of injury and the physician's recommendations. Management shall make every effort to gainfully employ sick and injured employees in the employee's bid installation. If no light duty work is available within the installation, Management will make every effort to procure light duty work for those employees in another office in accordance with Article 13 of the Collective Bargaining Agreement.

**Item 15. Section 2.** The names, assignments duties and craft designations of all employees on light duty will be supplied to the Union.

**Item 15. Section 3.** Any change in a light duty employee's bid schedule must be mutually agreed to by the union and management and in accordance with Article 13.3c of the National Agreement.

**Item 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.**

**Item 16.** Employees represented by the APWU shall be given priority in light duty assignments over other bargaining unit employees for assignments involving APWU craft work. The reassignment of a full time or part time employee to a temporary light duty, permanent light duty, or other assignment, shall not be made to the detriment of any full time employee on a scheduled assignment, or give the reassigned part time employee preference over other part time employees by virtue of the light duty assignment.

**Item 17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**

**Item 17.** Light Duty Assignments shall be consistent with the medical certification provided by the employee's health care provider to certify the employee's medical limitations for their non-work connected injury or illness.

**Item 18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION.**

**Item 18.** In the event of any reassignment due to the excess needs of a section or sections identified in the craft article Sections, it will be by inverse seniority.

**Item 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

**Item 19.** Employee parking will be provided for employees. Employees may park only where authorized.

**Item 20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.**

**Item 20.** Annual leave for union officials to attend union activities is not to be considered to be part of the choice vacation period. When these duties occur during a time selected by the union official for choice vacation, the union official will be eligible for another choice vacation period selection provided this does not deprive any other employee of their first choice for scheduled vacation.

## **Item 21.A. SUPPLEMENTAL AGREEMENTS - CLERK CRAFT**

**Item 21.A. Section 1.** There shall be at least one labor/management meeting quarterly, if needed. Additional meetings can be requested by either the union or management and their request shall not be unreasonably denied. All requests for meetings shall be in writing.

**Item 21.A. Section 2.** When there is a need to correct a bid job posting the corrected notice shall be posted for ten days unless otherwise mutually agreed.

**Item 21.A. Section 3.** The union will be supplied with an up-to-date seniority list whenever there is a change in employee staffing.

**Item 21.A. Section 4.** If the starting time or of any Clerk Craft duty assignment is to be permanently changed by more than one hour, the assignment shall be re-posted for bid unless such a change in starting time is agreed upon by the union. This shall also apply to cumulative changes in the starting times and scheduled days.

## **Item 21B. SUPPLEMENTAL AGREEMENTS, GENERAL**

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**Item 21.B. Section 1.** A copy of all APWU crafts bid notices reflecting the name and seniority date of the successful bidder shall be sent to the union within ten days after the closing of the bid posting.

**Item 21.B. Section 2.** If the principal assignment area, or scheme knowledge requirements of a Full-Time Regular bid assignment change, the bid assignment will be re-posted unless otherwise agreed to by the union.

**Item 21.B. Section 3.** The union shall be notified by management, in writing, of any permanent change in the starting time of any APWU craft duty assignment(s).

**Item 21.B. Section 4.** Copies of all PS Forms 1723s shall be provided to the Union as generated by management

## **Item 22. SENIORITY, REASSIGNMENT AND POSTING**

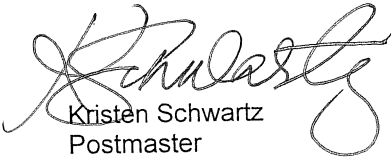
**Item 22. Section 1.** Normally, the displacement of the employees from their bid position shall be by inverse seniority according to the skills and schemes required on the next assignment or in emergency situations as defined in JCIM, Article 1.6. It is understood that an emergency is defined as "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature."

All items in this local agreement, unless otherwise noted, will become effective January 28, 2015.

In witness thereof and entered into this 22<sup>st</sup> day of December 2014:

UNITED STATES POSTAL SERVICE

AMERICAN POSTAL WORKERS UNION



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