

AGREEMENT

**Between the
PROVIDENCE LOCAL # 387, APWU
And the Management of the
UNITED STATES POSTAL SERVICE
Tiverton, RI 02878-9998**

Effective

September 22, 2015 through May 21, 2015

ITEM I

Management will grant all APWU employees reasonable wash- up time prior to lunch and end of tour.

ITEM II

Full-time employees in the APWU shall have fixed days off. As far as practical, the five days shall be consecutive days within the service week.

ITEM III

The following will serve as guidelines at the Tiverton Post Office in the event that there are conditions, which require a Management decision relative to curtailment of Postal operations. The Postmaster or his/her designee will curtail or terminate Postal operations when he/she determines that continuing operations would be dangerous or seriously harmful to employees, when State or Local authorities determine a state of emergency exists. The Postmaster or his/her designee shall consult with Local Union officials to determine what, if any, curtailment will take place. The Postmaster or his/her designee shall consider the Union's recommendations.

ITEM IV

- A) Union Steward will post a notice by the time clock the first Monday in February that prime time selections shall begin on that following Monday. The Union Steward shall contact the employees beginning on that Monday and the employee will have two (2) working days after being contacted to pick their vacation during prime time. If they fail to choose in the allotted time, they will be bypassed and move on to the next employee. The employee then drops to the bottom of the list
- B) Employees who sign up for a vacation period will be required to take leave for the entire period he/she has scheduled.
- C) When an employee cancels prime time vacation selections, Management will post their selection on bulletin board five (5) consecutive days for bid. Only those employees (in that section) junior to the employee who cancels shall be given the opportunity to bid. The successful bidder shall be based on seniority of those junior employees. The original cancellation must take place 14 days prior to the starting date of vacation. In the event the employee is not available during prime time choice, they must put in a selection prior to going on leave.
- D) Following all selections and posting of vacations, requests for additional prime time vacations shall be granted by seniority.
- E) Form 3971 will be submitted no more that 30 days in advance for annual leave of a fractions of a day or more which was not selected during the employee's vacation

choices. The supervisor will advise the employee of approval or denial (reason) of his/her request within 48 hours.

- F) Employees will submit one 3971 at a time and will not submit a second 3971 until the first is approved or denied. Subsequent applications for leave will be submitted in accordance with the guidelines set forth in this agreement.
- G) All 3971's shall be submitted to the Union Steward after request has been made to Management and has been approved/disapproved.

ITEM V

- A) The choice vacation period shall begin on the first Saturday after May 15th through the first Saturday after September 15th. Any time taken during this period must be eight (8) hours a day or forty (40) hours per week and no less.
- B) The non-choice periods will be from January 1st to the beginning of the choice vacation period and from the day following the end of choice vacation period until December 31st. Any time taken during this period must be eight (8) hours a day or forty (40) hours per week and no less.
- C) During non-choice periods on a day-to-day basis, leave shall be handled in the following manner. A total of two (2) clerks can be off Monday through Saturday, in the event of a decrease or increase in the clerk craft, Management will revise the number of employees off in non-choice periods.
- D) Should the agreed to vacation percentages of number be reached during any week or day during choice or non-choice, that fact alone will not render additional leave requests invalid. Additional requests will be considered on an individual basis and granted consistent with the Local Agreement and service needs.
- E) Approved leave for the above instances shall be granted to the employees when applicable and basis of seniority.
- F) Every possible consideration shall be given in situations of personal emergency to employees when leave is requested.

ITEM VI

Employees will start his/her vacation on the Monday running through the following Saturday.

ITEMVII

- A) Employees at their option may request 2 selections during the choice vacation period. They may be chosen in units of (5) or (10) working days not to exceed the (10) or (15) days to which the employee is entitled.
- B) All employees who earn (13) continuous days annual leave per year shall be granted up to (10) continuous days leave or two selections.
- C) All employees may have the option of (2) selections during choice vacation period.
- D) Employees who earn (20) or (26) days annual leave per year shall be granted up to (15) days of continuous leave. It may be the employee's option to request (2) selections or have the leave be continuous not to exceed the employee's limit as stated above.
- E) The remainder of the employee's annual leave may be granted at other times during the year as requested by the employee.

ITEM VIII

- A) Jury duty, attendance at National or State conventions for the Union will not be charged to the choice vacations.
- B) An employee who is called to perform jury duty during his/her scheduled choice vacation time shall be allowed the opportunity to make another selection provided it does not deprive any other employee of his/her first choice for scheduled vacation.

ITEM IX

There will be one (1) employee off during choice vacation period.

ITEM X

Official notice of scheduled vacations will be posted on the leave calendar.

ITEM XI

The employer shall no later than November 1st, post on all bulletin boards and give a copy to all union officials the beginning day of the new leave year which shall begin with the first day of the first full pay period of the calendar year. That date of the new leave year is when the percentage of people off will be computed.

ITEM XII

PS Form 3971's for other than choice will be submitted no more than 30 days in advance.

ITEM XIII

- A) Holiday scheduling will be in accordance with the National Agreement.
- B) Light/limited duty personnel shall be assigned on the holidays in accordance with their standing on the seniority list within the section that they are assigned to because of light/limited duty status consistent with the work available and the type of injury or illness.
- C) As many full-time regularly scheduled employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

ITEM XIV

- A) Overtime desired list shall be posted two weeks prior to the end of the calendar quarter. When during the quarter the need for overtime arises, employees within the needed skills and proper description on bid assignments have listed their names, will be selected in order of seniority on a rotating basis.
- B) Each quarter the Union will be provided a copy of the overtime-desired list.
- C) In the event an employee is on leave during the entire period the notice is posted, he/she may submit his/her name to the Supervisor within seven working days after his/her return to duty.
- D) Whenever a part-time employee is converted to full-time, he/she may submit his/her name to the Supervisor within seven working days after the effective day of promotion.
- E) Management will supply an overtime desired list with the following sections:
 - 10 Hours
 - 12 Hours
 - Non-scheduled days
 - Working days
- F) Employees working beyond 2 hours overtime will be given an additional 10 minute break. No breaks will be given for two hours or less.
- G) There shall be a one-hour notification except in an emergency. Employees receiving less than a one-hour notice that state they do not want to work overtime on a given day will not be required to work.

ITEM XV

- A) Limited duty is that duty that is provided to any employee who has physical limitations identified by a qualified/treating physician resulting from an On-the-job injury.
- B) Limited duty is provided when the physical limitations allow the individual to return to work to perform less than his/her normal work requirements.
- C) Basically, the definition of a light duty is the same definition of limited duty except light duty is normally provided when possible as the results of limitations arising from an of-the-job injury/illness and must be requested in writing by the employee.
- D) Light duty is provided in accordance with Article 13 of the National Agreement.
- E) The number of light duty assignments to be reserved shall be as many positions as Postal operations will permit. The employer shall, when making a decision to limit light duty assignments have prior consultation with the Union President or designee. Each request for light duty assignments shall be carefully considered jointly by Union and Management with every effort being made to honor each request.
- F) The names, assigned duties and craft designation of all employees on limited/light duty shall be supplied to the Union President or designee prior to assignments.
- G) All limited/light duty employees shall be assigned duties within their own craft prior to assignment in another craft. Prior to assignment to any other craft, there will be a meeting between effective craft President and Postal Management, to make certain no light/limited duty assignments will include preferred hours and non-scheduled workdays to the detriment of the establishment or a preferred tour from being posted.
- H) A review of all light/limited duty assignments will be made upon request on the agenda of Labor/Management meetings.

ITEM XVI

- A) Employees represented by the APWU shall be given priority to light/limited duty assignments over other bargaining unit employees for assignments involving APWU craft work.

ITEM XVII

- A) Light duty assignments shall be consistent with the illnesses or non-work connected injury.

ITEM XVIII

The following will identify assignments compromising a section when it is proposed to reassign within an installation employee's excess to the need of the section: Distribution, Window Services and Finance.

ITEM XIX

In the event of snow, a reasonable effort will be made to keep all parking lots and sidewalks to all Postal Facilities in Tiverton clear to ensure safety of the employees.

There will be two allocated spaces in the parking lot for APWU members. Both allocated parking spaces should be close to the back door with sufficient lighting available for security.

ITEM XX

Annual leave for Union officials to attend any union activity is not to be considered part of choice or non-choice vacation periods. When these duties that occur during the time selected for vacations, employees will be eligible for another period provided this does not deprive any other employees his/her first choice for scheduled vacation.

ITEM XXI

Waiting for explanation of item

ITEM XXII

- A) Any change of starting time, either cumulative or one change, totaling more than one hour, shall require re-posting of the duty assignment.
- B) The installation head shall post and furnish a copy of an updated seniority list to the local union on a semi-annual basis, unless otherwise negotiated locally.
- C) Length of Posting should never be less than seven (7) days.
- D) The successful bidder should never be placed in the new assignment with less than seven (7) days.
- E) The determination of what constitutes a sufficient change of :
 - duties,
 - principal assignment area or
 - scheme knowledge requirements