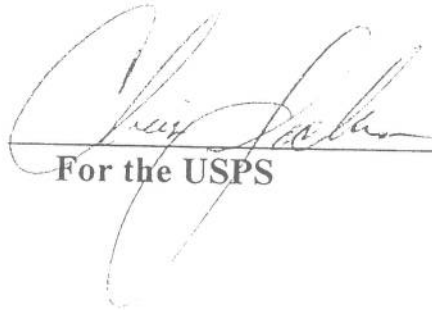
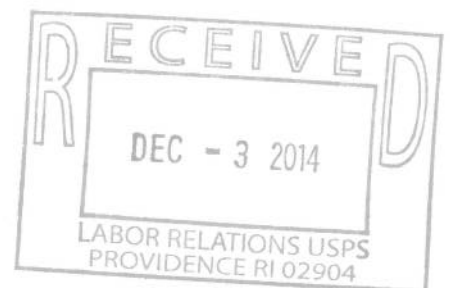


AMERICAN POSTAL WORKERS UNION  
Providence Rhode Island Area Local  
PO Box 40430  
Providence Rhode Island 02940

Pursuant to the Local Implementation MOU,  
The presently effective Memorandum of  
Understanding (LMOU) shall remain in effect  
During the term of the 2010 National Agreement

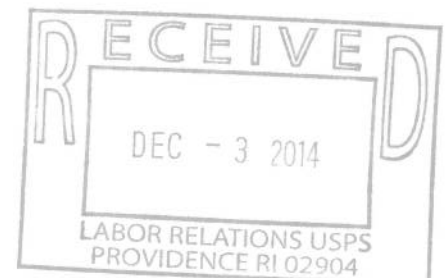
  
For the Union

  
For the USPS



Same as Chepachet

LOCAL IMPLEMENTATION  
OF THE  
1994 NATIONAL AGREEMENT  
BETWEEN  
APWU OF THE PROVIDENCE, R.I. AREA LOCAL  
PASCOAG BRANCH  
AND  
UNITED STATES POSTAL SERVICE  
PASCOAG, R.I. 02859



## 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 Pascoag, RI 02859, 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.**

The employer will grant reasonable wash-up time prior to lunch and prior to the end of their tour.

### **WORK WEEK**

#### **Item 2.**

All full-time clerks will have fixed days off.

### **CURTAILMENT OF POSTAL OPERATIONS**

#### **Item 3.**

1. The decision for curtailment or termination of postal operations will conform to the order of local authorities, or when local conditions warrant because of emergency conditions, shall be made by the Postmaster or designee.

2. If operations are to be curtailed or terminated employees will be advised by the best means possible.

### **LEAVE PROGRAM**

#### **Item 4.**

- A. Employees who sign up for a vacation period will be required to take leave for the entire period he/she has scheduled as long as they have annual leave available.
- B. When an employee cancels a vacation selection, management will offer that selection to the next senior employee that did not have an opportunity to select said vacation selection. Management will be notified of the cancellation by the employee within 30 days of the starting date of the selection. If for unexpected reasons (i.e.: illness, injury) employees must cancel vacation selections less than 30 days, management will reasonably accommodate these request on a case by case basis.

### **CHOICE VACATION (PERIODS)**

#### **Item 5.**

The choice vacation period (prime time) shall be sixteen (16) consecutive weeks starting on the Saturday preceding Memorial Day.

### **VACATION START DAY**

#### **Item 6.**

Vacations selections will begin on Monday.

**Item 7.**

Employees, at their option may request two (2) selections during the choice vacation period. These selections shall be consistent with the National Agreement Article 10 Section 3D .

**Item 8.**

Jury duty and attendance at State or National Conventions will not be charged to the employees choice vacation period.

**Item 9.**

A. Excluding Maintenance, the number of clerks allowed off during choice vacation shall be:

- 1 to 5 employees - one (1) employee will be allowed off.
- 6 to 11 employees - two (2) employees will be allowed off.
- 12 to 17 employees - three (3) employees will be allowed off.

B. If choice vacation weeks are left unselected, employees will be allowed off on a daily basis, provided management is notified twenty four hours in advance. These request may also be made 30 days in advance, management will notify the employees of approval or denial within 72 hours from date originally submitted. These request will be submitted on PS form 3971 in duplicate. The employee will receive a copy of the 3971 for said leave approval or reasons for denial

**Item 10.**

Upon completion of the vacation selection process the list/calendar shall be posted on the APWU bulletin board and a copy given to the local union representative.

**Item 11.**

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

**Item 12.**

- A. After completion of choice vacation selection employees, will have the option of selecting a week or more of non-prime time vacation or at a later date so long as openings are available.
- B. The non-choice vacation selections shall be from the beginning of the leave year till choice vacation period begins and from the day following the end of choice vacation period through the first Friday in December.
- C. The formula for the amount of employees allowed off for non-choice vacation selection shall be the same as choice.
- D. If non-choice vacation selections are left unselected, employees will be allowed off on a daily basis, provided management is notified 24 hours (8 working hours) in advance. These request may also be made 30 days in advance, management will notify the employee of approval or denial within 72 hours (24 working hours) from the date originally submitted. These request must be submitted on PS Form 3971's in duplicate and must be initialed by the Supervisor. The employee shall retain the initialed copy The employee shall receive the 3971 after said approval or denial.
- E. All employees with an annual leave balance in excess of 440 hours as of September 15th of the calendar year will be required to schedule annual leave for that amount in excess of 440 hours. Employees in this situation will be allowed 10 calendar days to schedule their excess annual leave. If by Sept. 25th of that calendar year the employee fails to make arrangements to

take the excess leave management will exercise its option to schedule the excess leave for the employee.

## HOLIDAY SCHEDULE

### Item 13.

It is understood that the holiday schedule will be in accordance with the 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. Employees regularly scheduled for that day.
  - B. Transitional Employees.
  - 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

### Item 14.

- A. Overtime will be in accordance with Article 8.
- B. Overtime Desired List will be by section.
- C. Two (2) weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on the overtime desired list.



- D. In the event that a full-time employee is on leave for the entire duration of the overtime sign-up he/she shall be allowed to sign the list within 7 calendar days of their return to duty.
- E. If a part-time flexible is converted to full-time he/she will be able to sign the overtime desired list within 7 calendar days of their conversion.
- F. Management will supply the overtime desired list with the following selections:
- Before tour only, after tour only, non-scheduled day only, and ten (10) hours or twelve (12) hours.

#### **LIGHT/LIMITED DUTY**

##### **Item 15.**

- A. Limited duty: assignments provided to any employee who has physical limitations, identified by a qualified/treating physician resulting from an on the job injury/illness. Limited duty is provided when the physical limitations allow the employee to return to work performing less than his normal work requirements.
- B. Light duty: assignments normally provided, whenever possible, to any employee who has physical limitations, identified by qualified/treating physician resulting from off the job injury/illness. Such assignments must be requested by employee in writing. Light duty is provided in accordance with Article 13 of The National Agreement.

##### **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 Union shall be furnished a list of light duty assignments upon request. The re-assignment of 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 employee preference over another part-time employee.

**Item 17.**

Light duty shall be consistent with the illness or non-work connected injury.

**RE-ASSIGNMENTS**

**Item 18.**

Reassignments will be by section and level in accordance with The National Agreement.

**PARKING**

**Item 19.**

Management will make a reasonable attempt to provide adequate parking for APWU employees.

**LEAVE FOR UNION ACTIVITIES**

**Item 20.**

Annual leave will not be charged to the choice vacation plan for Union activities.

## SUPPLEMENTAL AGREEMENTS

### Item 21.

- A. Labor / management meetings will be held on an as needed basis. Any meeting requested by either side will not be unreasonably denied.
- B. All seniority and bid notices will be in accordance with the appropriate craft articles.
- C. The name of the successful bidder and his/her seniority date shall be posted within ten days (excluding December) after the closing date of the bid assignment. The name and seniority of the final successful bidder shall be posted and a copy sent/given to the local union representative or local president.
- D. If the starting time of any craft duty assignment is to be changed by more than (1) one hour, change in days off, or there is a significant change in the duties, the assignment shall be reposted for bid in accordance with the National Agreement. Prior to the re-posting management must notify the Local Union President of said repost and the reasons.
- E. The Local Union President will be notified in writing of any changes in duty assignments. This will include changes of less than (1) one hour.

## SENIORITY, RE-ASSIGNMENT AND POSTING

### Item 22.

- A. Seniority reassignment and posting will be in accordance with The National Agreement.
- B. The movement of employees from their bid assignment shall be by juniority according to the skills, and/or schemes required on next assignment.
- C. At all times, a bid employee shall have preference in performing the duties provided by their bid assignment over a non-bid employee.