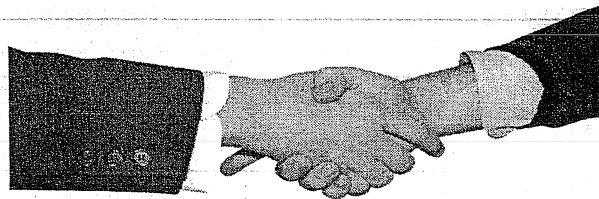


Local Implementation of the
2010-2015 National Agreement
Between APWU of the
Providence RI Area Local
Pawtucket Branch



And the United States
Postal Service
Pawtucket RI 02860-9998

RECOGNITION

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

LOCAL IMPLEMENTATION – NATIONAL AGREEMENT

This agreement (referred to as the Local Implementation – Article XXX, National Agreement 2010-2015), entered into at Pawtucket RI 02860, 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 the Local Memoranda of Understanding presently in effect and not in conflict with the National Agreement and the 2010 Agreement constitute the entire agreement on matters relating to local conditions of employment.

WASH-UP TIME

Item 1.

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

WORK WEEK

Item 2.

Regular work week of five (5) days consecutive as much as practicable with fixed days off.

CURTAILMENT OF POSTAL OPERATIONS

Item 3.

The Postmaster or his/her designee shall consider curtailment or termination of Postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions. The Postmaster's decision will consider, although is not limited to, the advice of:

1. The Mayor of Central Falls and/or Pawtucket as well as the Town Administrator of Lincoln and the Mayor of Cumberland.
2. Public safety officials as to specific conditions in designated locations of the area involved.
3. Recommendations of Civil Defense Authorities

The Postmaster will avail him/herself of all public media in this attempt to notify affected employees in above circumstances.

LEAVE PROGRAM

Item 4.

- A. Employees who sign up for a vacation period will be required to take leave for the entire period they have scheduled so long as they have annual leave available.
- B. When an employee cancels prime time vacation selections, the APWU will be notified by management; and they will offer the returned selections to the senior employee in that section who did not have the opportunity to select during the returned periods. The original cancellation must take place thirty (30) days prior to the starting date of the selection. Employees absent for seven (7) calendar days or more shall be bypassed.
- C. Choice vacation selections will be completed prior to April 1st of the vacation year.
- D. Incidental leave for four (4) days or less during non-prime time normally may not be submitted more than thirty (30) days in advance. However, each employee will be allowed a maximum of six (6) approved opportunities per calendar year when they submit a PS Form 3971, ninety (90) days in advance for a whole day or fraction of a day. The supervisor-in-charge will advise of approval or denial within seventy-two (72) hours. The provision shall not apply to leave requests that may impact holiday scheduling.
- E. PS Forms 3971 will be submitted no more than thirty (30) days in advance for annual leave of a fraction of a day or more which was not selected during the employee's vacation choices. The Manager, Customer Services, or Supervisor, Customer Services, of the Installation will advise the employee of approval or denial (reason) of the request within forty-eight (48) hours or sixteen (16) working hours. Requests for annual leave submitted less than thirty (30) days in advance will be answered within the next forty-eight (48) hours or sixteen (16) working hours will be answered within twenty-four (24) hours. Management has an obligation to respond to an employee's request within the time frame stated above.
- F. All Annual Leave Requests (PS Form 3971s) must be completed in triplicate by the employee and personally handed to his/her immediate supervisor. The supervisor shall indicate on all three (3) copies of the PS Form 3971 the date and time of request, and the employee shall be given a copy at the time of the request.

CHOICE VACATION (PERIODS)

Item 5.

The choice vacation period will consist of the week containing Thanksgiving Day, Christmas (December 25th – January 1st), and the days between the Monday preceding Memorial Day and the third Friday in September.

VACATION START DAY

Item 6.

The vacation week will begin on Monday.

Item 7.

A. Employees, at their option, may request two (2) selections during choice period. They may be chosen in units of five (5) or ten (10) working days not to exceed 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. Employees' requests to use the balance of their annual leave may be granted at other times during the year.

D. Excluding the choice vacation period, 10% will be allowed off on a daily basis from Section 1 and Section 2 as follows:

- Total of 10% from all clerks in Section 1, and a total of 10% from all clerks in Section 2 are open to negotiation between Labor and Management.

E. Management will honor all previously selected vacation choices made by recently transferred employees who have made their choice vacation selections at another installation.

F. For days not selected as a vacation week, individual days may be taken up to the approved leave percentage.

Item 8.

A. Neither Jury Duty service by any employee nor attendance at National Conventions by Union officials will be charged to the choice vacation period.

B. Employees on military leave during the choice vacation period are eligible for another period provided that the 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.

The following will be considered sections for choice vacation selections:

Section 1: Consists of all clerks in the Main Office, Central Falls, and Lincoln finance numbers.
20% off (excluding the Secretary)

Section 2: Consists of all clerks in the Cumberland and Darlington finance numbers.
20% off (excluding the Secretary)

The numbers will be rounded off by the following criteria: .20 or higher will be rounded up.

Employees holding back-up positions will select their vacations from their back-up positions by seniority.

Employees holding back-up positions will be scheduled for holidays from their back-up position by juniority.

Any change in the number of employees allowed off during the choice vacation period in each section will be mutually agreed upon between the Union and Management.

Management will supply a suitable vacation chart thirty (30) days prior to April 1st of the vacation year.

Item 10.

Official notice of scheduled vacations will be posted at all stations and branches. Copy of the notice will be given to the Union representative.

Item 11.

Prior to November 1st, the employer shall publicize on the bulletin boards or other appropriate means, the beginning date of the new leave year which shall begin with the first day of the first full service week in April and end with the last day of the last service week in March.

Item 12.

A. Employees will have an opportunity to select annual leave for periods of a week or more during other than the choice vacation period when they make their annual leave selection or at a later date so long as openings are available.

B. All employees with annual leave balances in excess of four hundred and forty hours (440) as of October 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. If by October 10th of the calendar year the employee fails to make arrangements to take this excess leave, Management will exercise its option to schedule the excess leave for that employee.

C. Each year after the end of the vacation selection process and prior to the beginning of the new vacation leave year (April 1st), employees may submit their "initial" request for incidental leave for the new vacation year using the following process:

- Management and the Union shall determine a four- (4-) day period designated for employees to submit PS Form 3971s for the coming leave year. Management shall publicize this information at each Station and Branch at least three (3) days before the designated period for submission of PS Forms 3971. Employees that are on scheduled leave for the four (4) calendar days may submit leave requests to their immediate supervisor prior to their absence. Employees may submit 3971 applications for leave to their immediate supervisor during this four (4) calendar-day period. The employee shall indicate the order of their numerical preference written in the remarks box on the 3971. At the end of the four (4) calendar-day period, the Union and Management shall review the applications for leave, and Management shall grant requests up to the agreed upon percentages based upon the employee's section, availability, and seniority. Management shall grant up to a maximum of four (4) requests submitted by each employee. Management and the Union shall have a fourteen- (14-) day period to complete this process, and the Union agrees to waive the time limits for response during this incidental process.
- Employees shall not submit applications for the current vacation leave year as part of this process, and in the event that an employee desires leave in the current leave year, the employee must bring it to the attention of the supervisor and submit the request separately.
- After the initial leave submission process has been completed, requests for annual leave shall be considered on a first-come, first-served basis throughout the rest of the current vacation leave year up to the agreed percentages in Item 9.

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. Volunteers, full and part-time fixed scheduled employees by seniority:
 - A. Employees regularly scheduled for that day
 - B. Employees non-scheduled for that day
 - C. PSE employees
2. Non-volunteers, full and part-time fixed scheduled employees by inverse seniority:
 - A. Employees scheduled for that day
 - B. Employees non-scheduled for that day.

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 by section and tour within the Main Office and Stations/Branches. Management will make every effort to equalize overtime assignments on a quarterly basis within these units.

B. In the event an employee is on leave during the entire period that the notice is posted, he/she may submit his/her name to the Manager, Customer Services, within seven (7) working days after his/her return to duty.

C. Whenever a part-time employee is converted to full-time, he/she may submit his/her name to the Manager, Customer Services, within seven (7) working days after the effective date of the promotion.

D. Whenever a full-time regular employee transfers to another office, he/she will have seven (7) working days after the effective date of the transfer to submit his/her name to the Supervisor, Customer Services, to be placed on the overtime desired list.

E. Outside of emergency conditions, Management will give one-half (1/2) hour notice of overtime.

F. Management will have an overtime desired list (OTDL) with the following options: NSD, ten (10) or twelve (12) hours and pre-tour and after-tour. Management will provide the Union with a copy of said list.

G. Management shall post, on a quarterly basis, in clear view to all employees, all overtime hours worked.

LIGHT/LIMITED DUTY

Item 15.

- A. Limited duty: Assignments provided to any employee who has physical limitations, identified by qualified/treating physician resulting from an on-the-job injury. Limited duty is provided when the physical limitations allow the employee to return to work performing less than their 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 the employee in writing. Light duty is provided in accordance with Article 13 of the National Agreement.

The number of light duty assignments will be consistent with the nature of the illness or injury of the light duty employee. Management will make every effort not to unreasonably limit the number of light duty assignments consistent with service and sound economy.

Item 16.

Employees represented by the APWU shall be given priority in light duty assignments over the other bargaining unit employees for assignments involving APWU craft work. The Union shall be furnished a list of light duty assignments upon request. The reassignment 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 reassigned part-time employee preference over another part-time employee.

Item 17.

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

REASSIGNMENTS

Item 18.

Reassignments due to the excess needs of a section or sections will be by juniority.

PARKING

Item 19.

Management will make a reasonable effort to provide a safe parking area. Management will provide handicapped parking according to the American with Disabilities Act (ADA).

LEAVE FOR UNION ACTIVITIES

Item 20.

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

SUPPLEMENTAL AGREEMENTS

Item 21.

- A. There shall be, if needed, at least one (1) Labor/Management meeting quarterly. Additional meetings can be requested by either the Union or Management, and their request shall not be unreasonably denied.
- B. Correct bid notices will be posted for ten (10) days prior to closing.
- C. The name of the successful bidder and his/her seniority date shall be posted within ten (1) days (excluding December) after the closing date of the Postal assignment (bid). If for any reason, the successful bidder is not placed on the duty assignment, the name and seniority date of the final successful bidder shall be posted and a copy sent to the Union.

MAINTENANCE

Item 21.

Section 1.

Management shall have an overtime desired list for the purpose of snow removal. When Management determines that snow must be removed, they shall call in those on the list on a rotating basis starting with the senior person. Management shall make every attempt to equalize the overtime. For the purpose of establishing overtime desired lists for snow removal, the following will be identified as sections:

- A. Custodial/Laborer
- B. Station and Branch Custodial/Laborer
- C. Custodial/Laborer Postal Support Employee (PSE)
 - 1. Maximize all Custodial/Laborers for snow removal before utilizing other occupational groups/crafts.

Section 2.

Seniority lists shall be kept current and posted quarterly, listing service seniority, seniority for preferred assignments, and Installation seniority. The Maintenance Craft Director will be given a copy of these lists.

Section 3.

For the purpose of vacation selection, it shall be by seniority. One (1) employee per section, per week (up to three (3) weeks) will be allowed off during the choice vacation period. Employees, at their option, may request two (2) selections during the choice period. They may be chosen in units of five (5) or ten (10) working days not to exceed ten (10) or fifteen (15) days to which the employee is entitled. The following are to be considered sections for vacation selection and scheduling by tour.

- A. Custodial/Laborers (Main Office)
 - 1. PSEs will select after all Maintenance career employees
- B. Station and Branch Custodial/Laborers
 - 1. PSEs will select after all Maintenance career employees
- C. Maintenance Mechanics, Level 7
 - 1. PSEs will select after all Maintenance career employees

Section 4.

Each occupational group is to be considered a section. For the purpose of overtime and holiday scheduling, selection will be by section and tour.

Section 5.

Vacation selections, holiday scheduling, overtime and job training will be by maintenance craft seniority within the Installation by section.

Section 6.

The Union will be provided copies of the following items:

- A. Promotion eligibility registers, new or updated.
- B. Holiday schedule noting volunteers and forced employees prior to the posting
- C. Filled duty assignments
- D. Notification of changes in duty assignments
- E. Vacation selection schedule for the Installation and Stations/Branches
- F. Staffing packages and proposed staffing packages

Section 7.

In the interest of safety, isolated and hazardous maintenance assignments identified below will entail the use of two-man teams:

- A. All roof tops
- B. Trouble-shooting live electrical wiring and moving machinery
- C. When the maintenance employee believes that there may be a significant safety risk, the employee may request an additional person to assist him/her and as such, such request will not be unreasonably denied.

Labor and Management will form a joint committee and meet as soon as possible after the effective date of the LMOU for the purposes of identifying potentially hazardous assignments or tasks that require the use of two-man teams.

Section 8.

If the starting time of any maintenance craft duty assignment is changed by more than two (2) hours, the assignment shall be posted for bid unless the Union agrees to the more than two- (2) hour change. This shall also apply to cumulative changes in the starting times.

Section 9.

Changes in duty assignments will be considered on a case-by-case basis. Generally, changes in duty assignments by fifty (50) percent or greater will cause the assignment to be reposted unless the Union agrees to the changed assignments.

Section 10.

For the purpose of overtime in the Maintenance Craft, the following is agreed:

- A. Each occupational group will be considered a section
- B. Each Station or Branch will be an independent section
- C. PSEs will be an independent section
- D. Station/Branch custodians will be selected for overtime from the location they are assigned to
- E. A quarterly general Station/Branch and Main Office Custodian Pre-/After- Tour NSD OTDL will be established for Station/Branch and Main Office custodian coverage when the Custodian from that location is not available. The following OTDL will be established in order:
 1. Pawtucket – (1) Pawtucket (2) Station/Branch (3) PSE (4) MM-7
 2. Darlington – (1) Darlington (2) Station/Branch (3) Pawtucket (4) PSE (5) MM-7
 3. Cumberland – (1) Cumberland (2) Station/Branch (3) Pawtucket (4) PSE (5) MM-7
- F. Selection for overtime will be by section, tour, and non-scheduled day.
- G. A quarterly OTDL will reflect pre-tour, after-tour, and non-scheduled day. A preference will be indicated for ten (10) or twelve (12) hours.

Section 11.

In the event of any upcoming details, Union and Management will sit down and decide how to post them.

Section 12.

For the purpose of subcontracting, the following is agreed: Management will notify the local APWU President or Maintenance Craft Director prior to a final decision being made. This will give the Providence APWU Union Local opportunity to provide input, and this input will be given due consideration by Management.

D. Copies of all Postal craft assignments and names and seniority date of all successful bidders shall be sent to the Union within ten (10) days after the posting.

E. If the starting time of any craft duty assignment is changed by more than one (1) hour, the assignment shall be reposted for bid unless otherwise mutually agreed upon by the Union and Management. This shall also apply to cumulative changes in starting time.

F. The Union shall be notified in writing of changes in the starting time of any assignment. This shall include one (1) hour or less.

G. The Union shall be supplied an up-to-date seniority list semi-annually.

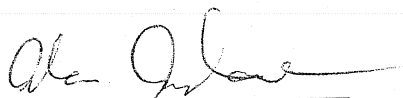
SENIORITY, REASSIGNMENT AND POSTING

Item 22.

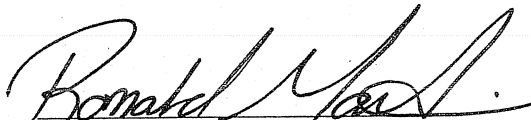
- A. The movement of employees from their bid position shall be by juniority according to the skills and schemes required on the next assignment. Management retains the right to train employees but not in lieu of regular bid employees.
- B. At all times, a bid employee shall have preference in performing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

Signature authorities:

September 29, 2011



ALAN D. ANGELONE
Officer-in-Charge
(On behalf of the USPS)



RONALD MATHIEU
President, APWU Providence Local 387
(On behalf of the APWU)