

**LOCAL IMPLEMENTATION
OF THE
1999 NATIONAL AGREEMENT
BETWEEN
APWU OF THE PROVIDENCE, RI AREA LOCAL
AND UNITED STATES POSTAL SERVICE
WARREN, RI 02885**

Holiday Schedule Pecking Order:

1. All casuals even if overtime is necessary.
2. All part-time flexible, even if overtime is necessary.
3. **Volunteers**, full and part-time fixed scheduled employees by seniority.
 - A. Employee's regularly scheduled for that day.
 - B. Transitional Employee's
 - C. Employee's non- scheduled for that day.
4. **Non-volunteers**, full and part-time fixed scheduled employee's by inverse seniority.
 - A. Employee's non-scheduled for that day.
 - B. Employee's scheduled for that day.

Item 14.

The overtime desired list should be by section with the needed skills.

The voluntary overtime desired list will start on a rotating basis with first opportunity to choose given to senior clerk. I will start over at the 1st of every quarter.

Item 15.

Light duty assignments will be in conjunction with the type of injury and the doctor's recommendations. Management shall make every attempt to keep sick and injured employees, who have non-job related injuries or sickness, in the Warren Post Office. If there is no light duty available in Warren, Management will make every attempt to place employees in another office.

Item 16.

Management shall give APWU members first (1st) consideration for any sick or injured light duty position prior to any employee not represented by the APWU. This provision refers to any position that is represented by the APWU.

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 Warren, R. I. 02885, 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 1984 National Agreement constitute the entire agreement on matters relating to local conditions of employment.

Item 1.

Management will grant APWU employees three- (3) minute's wash-up time prior to their lunch period and three- (3) minutes wash- up time prior to their end tour. When needed, additional time may be granted at management's discretion.

Item 2.

All full time employees will have a regular workweek of five (5) days with fixed days off.

Item 3.

The Postmaster of her /his designee will curtail or terminate postal operations when she/he determines that continued operations would be dangerous or seriously harmful to employees. This will include all stations and branches. When local authorities determine a state of emergency exists, the Postmaster of her/his designee will consult with local union officials to determine what, if any, and curtailment will take place. The Postmaster or her/his designee shall consider the Unions recommendations.

Item 4.

1. A prime-time leave chart will be passed throughout the members represented by the APWU, by seniority. They shall have three (3) workdays to complete their selections (s) for prime-time vacation (s). Each person shall sign his/her name on the leave chart for his or her selection.
2. Any member who has either voluntarily passed up his/her choice, or did not select within the time frame may make his selection at a later date but he cannot "bump" a person who is junior to him, who has already selected.
3. Exchanging of leave weeks shall be permitted with the approval of the Union President and the Postmaster or Designee.
4. All cancellations of prime-time leave shall be re-posted as soon as management is notified of the cancellation.
5. Every effort will be made to grant requests for leave to attend a family wedding of either the member's or spouse's family. For the purpose of the item (5), the family would include parent, grandparent, child, brother and sister. All other requests for family members will be given consideration based on the needs of the service.
6. Requests for leave to attend a family funeral of a member or their spouse shall be granted. Family will be the same as described in number five (5) above.
7. Every effort will be made to grant leave for members' birthdays, anniversary and religious holidays.
8. Prime-time selections shall begin, February 1st of each year. Each employee will have three (3) days to make selection.

Item 5.

Prime time will be from May 1st through the last day in September.

Item 6.

The first day of an employee's vacation shall begin on Monday through Sunday. This will consist of 5 scheduled workdays and 2 non-scheduled days. Employees may volunteer to work non-scheduled days during vacation.

Item 7.

A. Employees , at their option, may request two (2) selections during the choice vacation period. They may be chosen in units chosen in units of five (5) or ten (10) working days, not to exceed the 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. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

Item 8.

A. Jury Duty and attendance at National Conventions for Union officials will not be charged to the choice vacation periods.

B. Employee on military leave during the choice vacation period are eligible for another period provided this does not deprive any other employee of his first (1st) choice for scheduled vacation.

Item 9.

A. Prime time vacations. The parties agree to the following formula: Providing there is at least four (4) clerks working, management shall allow two(2) if them off during prime-time. If less than four (4) people are working , then only (1) person shall be allowed off.

B. If no given week is selected during prime-time, at least one (1) employee, on a first come basis shall be allowed off on a daily basis.

Item 10.

Official notice of scheduled vacations will be posted at the Post Office. It shall remain posted for the duration of leave time selected.

Item 11.

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

Item 12.

- A. Employees shall have an opportunity to select annual leave for periods of a week or less during other than prime-time when they make their annual leave selections or at a later date so long as openings are available.
- B. Daily leaves and leave in advance shall be granted on first come, first served basis, if any leave is available.
- C. Employees requesting leave outside of prime- time must submit the request on a 3971, to a supervisor no less than three (3) days in advance, except in an emergency. Management must answer the employee within twenty-four (24) working hours. No request will be unreasonably denied. If management fails to notify the employee, the leave will automatically be granted. All requests will be submitted in duplicate and the supervisor will initial the request at the time of submission.
- D. All employees with an annual leave balance in excess of four hundred-forty (440) hours as of September fifteenth (15) of the calendar year will be required to scheduled annual leave for that 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 September twenty- fifth (25th) 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.

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:

Item 17.

- A. All limited/light duty employees will be assigned duties within their own craft, if available, prior to assignments in any other craft.
- B. Fitness for duty exams will be in accordance with the Employee and Labor Relations Manual (ELRM).

Item 18.

In the event of any re-assignment due to the excess needs of a section, it will be by juniority.

Item 19.

The existing policy for parking will remain in effect.

Item 20.

Annual leave for Union officials to attend 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 choice period provided this does not deprive any other employee of his/her first choice for scheduled vacation.

Item 21.

- A. There shall be at least one (1) labor-management meeting quarterly, if needed. Either the Union can request additional meeting or management and their request shall not be unreasonably denied.
- 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. Corrected bid notices will be posted for ten (10) days prior to posting.

- D. Copies of all postal craft assignments (bids), the name, and the seniority date of all successful bidders shall be sent to the Union office within ten (10) days after posting.
- E. 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 agreed upon by the Union. This shall also apply to cumulative changes in the starting time, in accordance with Article 37.3.5 of the National Agreement.
- F. The Union shall be notified, in writing, of any changes in the starting time any bid assignment. This shall include one (1) hour or less.
- G. The Union shall be semi-annually supplied with an up to date seniority list.

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.
- B. Management retains the right to train employees in the Warren Post Office; however, if local training is done on a frequent basis, it will be done on a rotating basis so that the same employee is not consistently displaced. In most cases, the normal time to train an employee to keep them up to date should be about two (2) hours within a service week; however, in certain cases where it is necessary to train the person for eight (8) continuous hours it will be done on a rotating basis not to exceed eight (8) hours within a service week (i.e. Registry Room, Permit, etc.).
- C. For the purpose of seniority, the whole installation is one (1).
- D. At all times, a bid employee shall have preference in performing the duties provided by their bid assignment over a non-bid employee.
- E. Under normal circumstances, when an employee performs service on his non-scheduled day, he shall not displace another employee if the second (2nd) employee is working his own bid assignment; however, an employee who is working on his non-scheduled day shall have preference in performing the duties provide by his bid assignment over a non-bid employee.

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 RI 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.

When an employee is excused from jury duty, the employee is required to report for the balance of the postal tour of duty, provided: (1) an appreciable time of the tour is involved and (2) it is feasible to report to work and complete the tour. Employees excused from jury duty for an entire day or days are not entitled to compensation for such days unless they actually perform service as postal employees. When an employee is selected for jury duty management will inform the employee of their rights in accordance with the Employee/Labor Relations Manual (ELM).

Any changes to staffing affecting any item or items in this Local Agreement, may be opened for re-negotiations by either of the two (2) parties, but not to exceed thirty (30) days.

IN WITNESS THEREOF:

UNITED STATES POSTAL SERVICE

OFFICER-IN-CHARGE/POSTMASTER
WARREN, RI 02885

William G. Conti
PRESIDENT, PROVIDENCE, R.I. AREA LOCAL
1192 PLAINFIELD STREET
JOHNSTON, RI 02919
