

LOCAL IMPLEMENTATION
OF THE
NATIONAL AGREEMENT
2015 – 2018
(Local Memorandum of Understanding)

BETWEEN

UNITED STATES POSTAL SERVICE
WARWICK, Rhode Island 02886
AND
PROVIDENCE RHODE ISLAND
AREA LOCAL
APWU

January 1, 2017

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LOCAL IMPLEMENTATION -- NATIONAL AGREEMENT

This agreement (referred to as the Local Implementation - Article XXX, National Agreement 2015 - 2018) is entered into at Warwick, Rhode Island 02886, 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 2015 - 2018 National Agreement, constitute the entire agreement on matters relating to local conditions of employment.

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Item 1. ADDITIONAL OR LONGER WASH-UP PERIODS

Item 1. Section 1. Management will grant all APWU employees five (5) minutes wash-up time prior to lunch and five (5) minutes wash up time prior to end of tour. Any problems will be discussed between the union president and/or designee and the installation head and/or designee.

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

Item 2. Section 1. Full-time employees in the APWU shall have fixed day off. As far as practical, the five (5) days shall be consecutive days within the service week. When new assignments are made or additional positions are created, management shall have discussions with the Union President or designee regarding working days, days off, hours, schemes, duty stations and any other items pertinent to the new job assignment of positions.

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 parties are aware of their responsibilities for the development of appropriate guidelines for the curtailment of temporary halt of postal operations due to emergency conditions.

Item 3. Section 2. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available and received from local, state and national authorities and other official sources.

The Postmaster or his designee must consider the following:

1. Availability of public transportation in lieu of use of private vehicle.
2. Proximity of other employees available for carpool types of transportation.
3. Employees within walking distance of the Post Office.
4. Intensity and possible duration of the storm, or other disaster.
5. Known physical disability of the employee.
6. The percentage of employees able to work.
7. Recommendations made by state, local, regional or federal authorities.

The Postmaster or his designee, in making recommendations for early dismissal must consider the following:

1. Driving conditions.
2. On the job safety factors.
3. Intensity, density, and predicted extended forecast.
4. Possible lack of work due to the storm. The Postmaster or his designee shall have the responsibility to determine if scheduled incoming sources of mail will be available, impacted, or delayed.
5. The Postmaster or his designee shall request input from union officials on matters of determination for early dismissal.
6. Recommendations made by local, state, regional or federal officials.
7. Management must consult with union representatives concerning appropriate action to be taken when the emergency is of such a nature that advance notice is possible.
8. When a determination has been made that such an emergency condition exists, or any other situation that would prevent groups of people from reporting to work, the installation head or designee shall consult with the Union President or his/her designee as soon as possible as to the action(s) to be taken regarding workers affected. Further, the

installation head or designee shall avail himself of all public media to notify employees of any change resulting from such emergency condition. The Union representatives, if available and are willing, shall call employees who are to report to the tours that are curtailed.

Item 4. FORMULATION OF LOCAL LEAVE PROGRAM

Item 4. Section 1. When an employee cancels prime time vacation selections, management will post their selection on a bulletin board for 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 the vacation. In the event the employee is not available during prime time choice, they must put in a selection prior to going on leave.

Item 4. Section 2. Employees who sign up for a vacation period will be required to take leave for the entire period he/she is scheduled.

Item 4. Section 3. Management will post a notice on the all bulletin boards, including stations, the first Monday in March that prime time shall begin on the following Monday. Either Management or the union designee shall contact the employees beginning on that Monday and the employee will have three (3) 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 onto the next employee. The employee then drops to the bottom of the list..

Item 4. Section 4. Following all selections and posting of vacations, requests for additional prime time vacation shall be granted by seniority in the section. Leave on the day-to-day basis will fall back to non-choice quotas but additional leave for choice weeks will still maintain the original number used at the beginning of the selection period. Prime time selections will not be allowed for more than 30 days in advance.

Item 4. Section 5. Requests for annual leave on the same day must be submitted on the Form #3971 and will be approved or disapproved based on operational needs. The burden of proof is management's and is subject to the grievance procedure.

Item 4. Section 6. Form 3971 will not be approved more than 30 days in advance for annual leave for a fraction 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 but not sooner than 30 days before the actual day/days requested. **ONLY** during the **non-choice period** 3971 will be approved no more than 30 days in advance for annual leave **THAT IS LESS THAN 5 DAYS**. For annual leave that is 5 days or more, leave will be granted up to 120 days in advance. **IF SUCH LEAVE IS NOT CANCELLED 30 DAYS PRIOR TO SCHEDULED APPROVED LEAVE THE EMPLOYEE WILL BE MANDATED TO TAKE SUCH LEAVE.**

Item 4. Section 7. All 3971s for annual leave must be submitted within 24 hours of requested leave or they will fall under the same day leave provisions.* 72 HOUR CLOCK STARTS THE DAY AFTER THE LEAVE SLIP IS SUBMITTED.

Item 4. Section 8. 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 the agreement.

Item 4. Section 9. If for any reason an employee leaves a section after selecting his/her leave, said employee shall retain the leave selection.

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

Item 5. Section 1. The choice vacation period shall begin on the first Saturday after May 15th through the first Saturday after September 15th.

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

Item 6. Section 1. The employee will start his/her prime time vacation on Monday of the service week running through the following Sunday, including non-scheduled days, DURING PRIME TIME ONLY.

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. Section 1. 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 that (1) or (15) days to which the employee is entitled.

Item 7. Section 2. All employees who earn (13) continuous days annual leave per year shall be granted up to (10) continuous leave or two selections.

Item 7. Section 3. 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.

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

Item 8. Section 1. Attendance at National or State conventions for the Union will be charged to the choice vacation and non-choice vacation periods. Military and Jury duty will not.

Item 8. Section 2. At the employee's option, when called to perform jury duty during his/her scheduled choice vacation time the employee is responsible to return to work or notify the supervisor that they are keeping the week as part of their choice pick upon dismissal from jury duty. If the employees gives up the week he/she 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 8. Section 3. APWU employees, will be, at their request, allowed to submit a change of schedule for non-scheduled days. The change of schedule will be handled by the supervisor on a case by case basis.

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

Item 9. Section 1. There will be two sections during the choice vacation period. One will be the Main Installation on Strawberry Field Road and the other will be the 3 stations combined into one section - a combined total of 15% off per week for all clerks, with no more than 20% of the 15% in the stations.

Item 9. Section 2. When computing the percentage fractions of a point (.5) and will be carried to the next whole number.

Item 9. Section 3. During prime time vacation, only two (2) machine clerks will be allowed off each week.

Item 9. Section 4. The Finance Unit will be allowed only two (2) clerks off each week during prime time. The Finance Unit will consist of Finance Clerks, General Clerks, Bulk Mail clerk, and include all full-time regular back-ups to the above positions.

Item 9. Section 5. All annual leave will be submitted on Form 3971. It will be made out by the employee in duplicate. The supervisor then will notify the employee of either approval or denial of the leave request per Item 4 section 6 of this agreement.

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

Item 10. Section 1. Official notice of scheduled vacations will be posted at all Stations and the Main Office. Copies of this notice will be given to the Union President and to the Union officials in all stations.

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

Item 11. Section 1. On the Friday of the first full calendar week in January, the Union President and/or designee will meet with the Postmaster and/or designee to discuss the number of APWU employees who shall select prime time/non-choice vacation weeks for the coming year.

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

Item 12 Section 1. During non-choice period on a day to day basis, leave will be handled in the following manner: A total of 13% of total complement with the exception of no more than 2 window clerks being off.

Item 12. Section 2. Should the agreed to vacation percentages or number to reach during each 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.

Item 12. Section 3. Approved leave in non-choice time will be on a first come first served basis and seniority will be used as a tie-breaker if need be.

Item 12. Section 4. Every possible consideration shall be given in situations of personal emergency to employees when leave is requested.

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

Item 13. Section 1. The method of selecting employees to work on a holiday will follow the provisions of Article XI of the National Agreement. The selection of personnel with the necessary skills shall be based on inverse seniority after all voluntary methods have been exhausted. In the selection process, management shall apply the following rules:

- 1.1 Casuals, even if the payment of overtime results.
- 1.2 Part-time Flexible, even if the payment of overtime results.
- 1.3 All TEs, even if the payment of overtime results.

1.4 Full and part-time regulars who volunteer to work on the holiday or day designated as their holiday by seniority.

1.5 Full-time regulars who volunteers to work on their non-scheduled day by seniority.

1.6 Full-time regulars who do not volunteer to work on their non-scheduled day by inverse seniority.

1.7 Full-time regulars who do not volunteers to work on their holiday or day designated as their holiday, by inverse seniority.

Item 13. Section 2. Per Article XI, Section 6 of the National Agreement, the employer shall post on the Tuesday preceding the service week during which a holiday falls, a list of the all full-time regular employees mandated to work on their holiday or day designated to be their holiday.

Item 13. Section 3. 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.

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

Item 14. Section 1. The Overtime Desired List shall be divided into two sections:

1.1 One section will consist of window service which in turn will be derived from all window units to be combined into one.

1.2 The second section will consist of two lists for Strawberry Field Road Main Office. One list for DISTRIBUTION and the other is for SUPPORT. SUPPORT consists of REGISTRY CAGE, BUSINESS MAIL ENTRY, PASSPORTS, FINANCE ROOM, BUSINESS REPLY, DISPATCH and MACHINES.

1.3 After exhausting the appropriate OVERTIME DESIRED LISTS and if overtime is still required the CLERKS WITH THE NECESSARY SKILLS WILL BE USED ON A ROTATING BASIS.

Item 14. Section 2. When during the quarter the need for overtime arises, employees with the needed skills and proper description on bid assignments have listed their names, will be selected in order of seniority on a rotating basis..

Item 14. Section 3. Each quarter the union will be provided with a copy of the Overtime Desired List.

Item 14. Section 4. 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 of Mail Processing within seven working days after his/her return to duty.

Item 14. Section 5. Whenever a part time employee is converted to full time, he/she may submit his/her name to the supervisor of Mail Processing within seven working days after the effective date of the promotion.

Item 14. Section 6. Whenever a full time regular bids to another section, he/she will have seven working days of the effective date to submit his/her name to the Supervisor of Mail Processing to be placed on the list. This includes employees on detail.

Item 14. Section 7. Management will supply an Overtime Desired List with the following selections: Ten hours and twelve hours.

Item 14. Section 8. Employees working beyond two hours overtime will be given an additional 10 minute break. No breaks will be given for two hours or less.

MAINTENANCE LOCAL AGREEMENT

ITEM 1

1. All provisions in the APWU Local Agreement will cover the Maintenance Craft unless it states Clerk Craft only.

ITEM 2

1. Prime-time vacation will run accordingly to the APWU Agreement except that the maximum people off per week will be two (2) maintenance employees.

ITEM 3

1. Non-choice leave will also follow the APWU Agreement except two (2) maintenance personnel will be allowed off Monday through Friday, one (1) on Saturday.

ITEM 4

1. Overtime in the maintenance craft will have an overtime desired list established for each occupational group and level showing special qualifications where necessary. There will be a 10-hour list and a 12-hour list for overtime.

This MEMORANDUM OF UNDERSTANDING is entered into on November 9, 2016, at the Warwick Post Office, Strawberry Field Road, between the representatives of the United States Postal Service, Warwick, RI, and the designated agent of the APWU Providence RI Area Local 387, pursuant to Article 30 Local Implementation provisions of the 2015 - 2018 National Agreement. This memorandum, which will become effective January 1, 2017, unless otherwise stated, constitutes the entire agreement on matters relating to Local conditions of employment.



Brian Holt, Postmaster
United States Postal Service
Warwick, RI, Installation



Ann Albro-Mathieu, President
American Postal Workers Union
Providence RI Area Local 387

Item 14. Section 9. There shall be a one-hour notification except in an emergency. An emergency is defined in the National Agreement as (A NON REOCCURRING INCIDENT OR UNFORSEEN INCOMING WORK LOAD). Employees receiving less than an hour notice, that state they do not want to work overtime on a given day, will not be required to work.

9.1 Employees receiving the one hour notification of overtime who stated they do not want to work overtime on a given day will be given consideration in exceptional cases based on anniversaries, birthdays, illness, death, or personal emergencies. Acceptable evidence may be required to substantiate such employees claim and may be provided within 3 working days following the date the employee returns to work.

9.2 After 3 REFUSALS an employee will be involuntarily removed from the OVERTIME DESIRED LIST UNTIL THE NEXT QUARTER.

Item 14. Section 10. When for any reason an employee on the overtime desired list, who has the necessary skills and who is available, is improperly passed over and another employee on the list is selected for overtime work out of rotation, the following shall apply:

10.1 An employee who was passed over shall, within ninety (90) days of the date of the error was discovered, be given a similar make-up overtime opportunity for which he/she has the necessary skills.

10.2 When for any reason, an employee on the overtime desired list, who has the necessary skills and who is available is improperly passed over and another employee not on the list is selected for overtime work, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.

Item 14. Section 11. Employees will be allowed to remove their names from the overtime list upon written notification to management and union. Removal from the list will become effective after completion of current assigned overtime duties.

Item 14. Section 12. The overtime desired list will be posted for two weeks prior to the end of the calendar quarter. After the list is pulled down, the employees will be allowed a 72 hour grace period to sign the list by contact the immediate supervisor. After the 72 hour grace period has passed, the employee will not be allowed to be put on the list for that quarter except for the language covered in the Local Agreement, Item 13.3, 4 & 5.

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

1. Limited duty is that duty provided to any employee who has physical limitations identified by a qualified/treating physician resulting from an on-the-job injury.

2. Limited duty is provided when the physical limitations allow the individual to return to work performing less than his/her normal work requirements.

3. The definition of light duty is the same definition of limited duty except light duty is normally provided as the results of limitations arising from an off the job injury/illness and must be requested in writing by the employee.
4. Light duty is provided in accordance with Article 13 of the National Agreement
5. 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.
6. The name, assigned duties and craft designation of all employees on limited/light duty shall be supplied to the Union President or designee prior to assignments.
7. 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 for bid.
8. The Union President will make a review of all light/limited duty assignments upon request.
9. All Supervisors and Stewards on all tours are to be kept up to date with people on light or limited duty, so that such people will not be asked to perform duties that may jeopardize their health.
10. Full medical evaluation and general descriptions of the condition must accompany initial requests for light duty. Requests must also include approximation of the duration of the need for light duty. Any changes to their condition and/or limitations must be provided to the Postmaster. There shall be prior discussion between the Local President and the Postmaster before any request is granted.
11. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the need of the service whether or not the same as for employee's previous assignment.
12. Employees represented by the APWU shall be given priority in light/limited duty assignments over other bargaining unit employees for assignments involving APWU craft work.
13. Light duty assignments shall be consistent with the illness or non-work connected injury.

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. Section 1. The following will identify assignments comprising a section when it is proposed to reassign with an installation employees excess to the need of the section:

- 1.1 Distribution
- 1.2 Window
- 1.3 Finance
- 1.4 Machines

Item 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Item 19. Section 1. The Employer shall maintain the present handicapped parking spaces at Main Office on Strawberry Field Road. If the need arises at the Station Units, then the Postal Service will provide additional spaces as needed. Three spaces will be reserved for APWU officials

Item 19. Section 2. In the event Postal Facilities are expanded in Warwick and space becomes available, Warwick Local 3739 shall have the right to renegotiate parking space privileges.

Item 19. Section 3. In the event of snow, a reasonable effort will be made to keep all parking lots and sidewalks to all Postal Facilities in Warwick clear to ensure safety of employees.

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. Section 1. Annual leave for Union Officials to attend any union activities is to be considered part of the choice or non-choice vacation, but will not be denied due to maximum off.

Item 21. OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

Item 21. Section 1. All employees covered by the APWU will be granted two fifteen minute rest periods during their 8 hour tour of duty. Less than an 8 hour tour of duty, one 15 minute break will be granted.

Item 21. Section 2. There shall be at least one Labor/Management meeting biannually unless the meeting is cancelled by mutual consent. Such cancellation shall be in writing. Additional meetings may also be requested by either party and their request shall not be unreasonably denied.

Item 21. Section 3. Agenda Items shall be exchanged three calendar days prior to the scheduled meetings.

Item 21. Section 4. Both Labor and Management will agree upon the number of representatives prior to the scheduled meetings. The names of representatives will be given to each party prior to meeting in writing.

Item 21. Section 5. There will be a recording secretary at all meetings, and this individual will be agreed upon by both parties prior to the meetings.

Item 21. Section 6. If the starting time of any craft employee's bid assignment is to be changed by more than one hour, the assignment shall be re-posted for bid except if it mutually agreed upon by the Union President and the Postmaster not to bid.

Item 21. Section 7. The Union President or designee shall be notified in writing prior to any changes in starting times of any assignments. This includes one hour or less. Any job assignment duties changed by more than 50% will be re-posted.

Item 21. Section 8. Any change of schedule over 5 days must be requested in writing to the Postmaster and the Union President or designee will be consulted prior to a decision being made.

Item 21. Section 9. The union and all stations shall be supplied with an update of the seniority list quarterly.

Item 21. Section 10. All provision other than those relating specifically to the clerk workforce in this Local Agreement will cover the Maintenance Craft unless their craft agreement has a different language address their craft.

Item 21. Section 11. When technology of machine equipment is assigned to the Warwick, RI postal facility, there shall be the opportunity to reopen negotiations between the parties regarding the maintenance craft.

Item 21. Section 12. When a title or level of duty assignment is changed and the employee has been in that job for at least a year, that will employee will have the right to accept the new title of level without it being posted for bid.

Item 22. SENIORITY, REASSIGNMENTS AND POSTING

Item 22. Section 1. Revised schedules will not be authorized by a supervisor and steward for more than one week. Over one week but not to exceed one month will be authorized by the installation head and/or designee and with the agreement of the union president and/or designee.

Item 22. Section 2. All overtime assignments will be at the discretion of management.

ARTICLES OF LOCAL MEMORANDUM OF UNDERSTANDING

1. Occasional use of the public address system will be made by the APWU. All announcements will be subject to prior approval by the Postmaster or his designee.
2. Union officials shall have the right to use the U.S. Postal Service telephones for the purpose of performing an engaging in official union duties, but will compensate the Postal Service for the cost incurred by use.
3. Any new policies proposed by Management shall be subject of discussions between the Union and Management prior to implementing them.
4. Any change either in personnel, technology, mechanical or in the physical structure affecting any item in the Local Agreement, may be opened for renegotiations between the two parties.
5. When an employee seeks medical attention, the employees will have the right to have a Union Official present at the treatment facility as long as Union Officials are paid by the Union.
6. Occasional use of the public address system will be made by the APWU. All announcements will be subject to prior approval by the Postmaster or his designee.
7. Union officials shall have the right to use the U.S. Postal Service telephones for the purpose of performing an engaging in official union duties, but will compensate the Postal Service for the cost incurred by use.
8. Any new policies proposed by Management shall be subject of discussions between the Union and Management prior to implementing them.
9. Any change either in personnel, technology, mechanical or in the physical structure affecting any item in the Local Agreement, may be opened for renegotiations between the two parties.
10. When an employee seeks medical attention, the employees will have the right to have a Union Official present at the treatment facility as long as Union Officials are paid by the Union.
11. No full-time clerk will report ahead of their scheduled reporting time prior to securing an approved change of schedule unless a clerk is on overtime.
12. The Union President or his designee shall have prior consultation to the designation of clerks to all committees by the Postmaster or Managers. The Union President shall designate clerk members of all committees.
13. All Union Officials and Postal Management shall cooperate to the fullest extent in furthering the good of the service and employees welfare by keeping employees currently informed of their rights and any change in policy or procedure. This shall be done by periodic discussions on the workroom floor; time will be spent on the clock. All discussions shall not take place until the Union has been made aware of contents and a union Steward shall be present at these discussions with employees.
14. The day that safety talks are given shall be rotated to ensure even participation by all nonscheduled employees.
15. When an occupied clerk craft is upgraded on the basis of present duties or upgraded on the basis of duties which are added to the position, the incumbent person will remain in that position provided the employee has been in that job for a year or more. The job will not have to be re-posted for bid.