

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**OF THE**

**2000 NATIONAL AGREEMENT**

**BETWEEN**

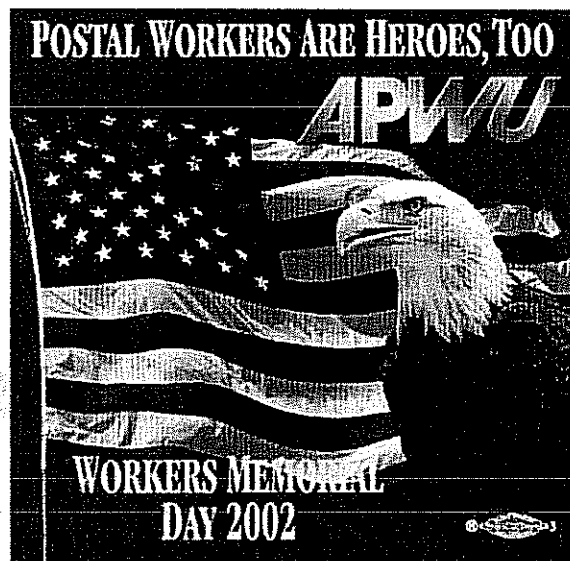
**APWU OF THE PROVIDENCE, RI AREA LOCAL**

**COVENTRY BRANCH**

**AND**

**UNITED STATES POSTAL SERVICE**

**COVENTRY, RI 02816**



## **RECOGNITION**

It is agreed that the Providence, R.I. Area Local of the American Postal Workers Union, 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.

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## **ARTICLE XXX**

### **LOCAL IMPLEMENTATION – NATIONAL AGREEMENT**

This agreement (referred to as the Local Implementation – Article XXX, National Agreement 2000, entered into at Coventry, RI 02816, 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 2000 National Agreement constitute the entire agreement on matters relating to local conditions of employment.

#### **Item 1. WASH-UP TIME**

- A. Management suggests you wear protective equipment and wash your hands with soap & water during your tour and other times as appropriate.

#### **Item 2. WORK WEEK**

- A. A Regular work week of five (5) days with fixed days off.

#### **Item 3. CURTAILMENT OF POSTAL OPERATIONS**

- A. The Postmaster or his/her designee will curtail or terminate postal operations when he/she determines that continued operations would be dangerous or seriously harmful to employees. Every effort will be made to disseminate this information at the earliest possible opportunity, when feasible management will contact employees with pertinent instructions. Whenever possible, the president of the APWU or his/her designee will be notified of reduction or curtailment at the earliest opportunity.

#### **Item 4. LEAVE PROGRAM**

- A. Bidding for choice vacation period will open March 1<sup>st</sup> and close April 1<sup>st</sup>
- B. 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.
- C. Employees may cancel their choice vacation selection(s) in weekly increments by making written notice to the responsible manager or supervisor at least 30 days prior to the starting date of that vacation selection.
- D. Employees may cancel their choice vacation selection(s) in weekly increments, due to an emergency, making written notice to the responsible manager or supervisor at least 10 days prior to the starting date of the vacation selection.
- E. When an employee cancels a choice vacation selection(s), Management will offer the returned selection to employees by posting notice of its availability. For one calendar week following the date of posting, the cancelled week(s) will be available only to those clerks who did not have an opportunity to select that week(s) during the initial vacation selection period. After that, the cancelled week(s) will be available on a first come first served basis.
- F. Choice vacation selections shall state on March 1<sup>st</sup> and must be completed by April 1<sup>st</sup> of the vacation year. Each employee shall have two (2) days to make his or her selections. If the employee fails to make their selection within the time frame, they shall bypass and make their selection at a later date. Anyone junior to them, who has already selected, cannot be "bumped" from their selection.
- G. Duplicate PS forms 3971 will be submitted, no more than thirty (30) days in advance for prime time annual leave selection of less than full weeks not selected during the employee's choice vacation selection(s). The Supervisor-In-Charge will advise the employee(s) approval or denial of his/her request within seventy-two (72) hours. Failure by the Supervisor-In-Charge to advise the employee(s) of approval or denial of his/her request within seventy-two (72) hours will be constructed as approval of said leave request.

#### **Item 5. Choice Vacation Period(s)**

- A. The choice vacation period will consist of the week containing Thanksgiving Day and the days of enclosed between the Saturday preceding Memorial Day and the third (3<sup>rd</sup>) Friday in September.
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**Item 6. Beginning Day Of Employees Vacation Period**

- A. The vacation week will begin on Monday at 12:01 AM, and ending at 12:00 PM Sunday.

**Item 7. Employees Selection Options**

- A. 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 the ten (10) or fifteen (15) days to which the employee is entitled.
- B. Employees earning twenty (20) or twenty-six (26) days of annual leave have the option to select up to fifteen (15) days of continuous annual leave, not to exceed fifteen (15). This shall be at the option of the employee.
- C. Excluding the choice vacation period and military, at least two (2) employees will be allowed daily the use of annual leave.
- D. Management will honor all previously selected vacation choices made by any recently transferred employee(s) who have made their choice vacation selections at another installation.

**Item 8. Jury Duty And Attendance At National Or State Convention**

- A. Attendance at National Conventions and jury duty by any 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 choice does not deprive any other employee of their first (1st) choice for scheduled vacation.
- C. Management shall inform employees of their rights when they are called for Jury Duty.

**Item 9. Maximum Number Of Employees Who Shall Receive Leave Each Week During Choice Vacation Period**

- A. When requested 18% of the employees will be granted leave in accordance with item 4A of this memorandum during the choice vacation period. The 18% will apply only to on roll career employees including (Regulars, PTF'S, PTR'S). Any fraction of .50% or more will be rounded to the next higher number. Any fraction less than .50% will be rounded to the next lower number.
- B. It is understood by the parties that once a person has selected his/her time for vacation, it shall be granted. In the event that someone is called for Jury Duty or Military after the fact, said leave that has already been selected will be honored.

**Item 10. Officials notices of approved vacation schedule to each employee**

- A. Official choice vacation period-approved schedules will be posted by April 15, within our office on the bulletin board.

**Item 11. Notifying employees of the beginning date of the new leave year**

- A. The new leave year which shall begin with the first day of the first full pay period of the calendar year.

**Item 12. The Procedures For Submission Of Applications For Annual Leave During Other Than Choice Vacation Period**

- A. Employees will have an opportunity to select annual leave in weekly increments during other than the choice vacation period when they make their annual leave selection.
- B. Requests for incidental annual leave will be submitted on duplicate PS form 3971. All PS form 3971's must be handed to the supervisor, the supervisor will initial received with date and time.
- C. Requests for leave submitted less than thirty (30) days in advance will be answered within seventy – two (72) hours. Failure by the supervisor in charge to advise the employee of approval or denial of his/her request within the seventy-two (72) hour period will be construed as approval of said leave request.
- D. Requests submitted for annual leave falling within the next seventy-two hours will be answered within twenty-four (24) hours. Failure by the supervisor in charge to advise the employee of approval or denial of his/her request within the twenty four (24) hours period will be construed as approval of said leave request.
- E. Requests for annual leave on the same day must be submitted on duplicate form 3971 at least one (1) hours in advance and the supervisor will notify the employee of approval or denial (reason) prior to the employees requested time to leave. Failures by the supervisor to notify the employee will be construed as approval of said leave request.
- F. Employees may begin requesting incidental annual leave for non-prime time for the leave year on April 15<sup>th</sup> or the first working day thereafter. It shall be on a "first come, first served" basis with ties broken by seniority. The single exception shall be as follows: on April 15<sup>th</sup> or the first working day thereafter, requests for leave may be submitted for single days during non-prime time vacation period. These requests will be approved on a strict seniority basis and not on a "first come, first served" basis.

- G. All employees with annual leave balances in excess of four hundred forty (440) hours as of October 1<sup>st</sup> of the calendar year will be required to schedule 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 October 10<sup>th</sup> of the calendar year, the employee fails to make arrangements to take excess leave, management will exercise their option and schedule excess leave for the employee.

### **Item 13. HOLIDAY SCHEDULE**

- A. 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. Employee's regularly scheduled for that day.
  - B. All part-time flexibles, even if overtime is necessary.
  - C. Transitional Employee's.
  - D. All casuals, even if overtime is necessary
  - E. Employees non scheduled for that day
2. **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.

### **Item 14. OVERTIME**

- 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. Management will assign overtime in accordance with Article 8 of the National Agreement. Overtime will be announced one (1) hour in advance.
- B. In the event an employee is on leave during the entire that the notice is posted, he/she may submit his/her name to the Postmaster 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 Postmaster within seven (7) working days after the effective date of the promotion.
- D. In the event of an emergency or prior commitment Employees on the Overtime Desired list will notify management in writing, prior to you being asked, that they will be unavailable that day/tour.

E. Every reasonable effort will be made to schedule PTF's so as to balance opportunities among all signees.

**Item 15. LIGHT DUTY**

- A. Assignments normally provided, whenever possible, to any employee who has physical limitations, identified by a qualified/treating physician resulting from an off-the job injury/illness. The employee in writing must request such assignments.
- B. Light duty is provided in accordance with Article XIII of the National Agreement.
- C. The number of light duty assignments will be consistent with the nature of the illness or injury of light duty employees. Management will not unreasonably limit the number of light duty assignments consistent with the availability of light duty work.

**Item 16. Method Of Reserving L/D Assignments Without Adversely Affecting Regular Work Force**

- A. Employees represented by the APWU shall be given priority in the light duty assignments over other bargaining unit employees for assignments involving APWU craftwork. The Union shall be furnished a list of light duty assignments upon request. The re-assignment of a 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 preference over other part-time employees.

**Item 17. Assignments To Be Considered L/D Within Each Craft**

- A. Light duty assignments shall be consistent with employee's limitations and available work.

**Item 18. Assignments Within A Section Within A Installation Due To Excessing**

- A. Reassignments due to the excess needs of a section(s) or installation shall be by juniority and level.

**Item 19. Employee Parking**

- A. Management will make reasonable efforts to provide adequate parking for APWU employees.

**Item 20. Leave For Union Activities**

- A. 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 (1) choice for scheduled vacation.

## **Item 21. Supplemental Agreements**

- A. When it is necessary to work more than (1) one hour overtime, employees shall be granted an additional (10) minute break sometime after the first hour of overtime and prior to the end of the second hour.
- B. Window clerks & custodians will be afforded two (2) ten (10) minute coffee or anti-fatigue breaks each day. The number of hours worked before a ten (10) minute break will not exceed four (4) hours of window or custodian duties. All other employees will continue to observe the current flexible roving break policy.
- C. Employees required to work more than six (6) continuous hours will take a meal or rest period.
- D. There shall be, if needed, at least one (1) labor-management meeting quarterly. Either the Union or Management can request additional meeting and their request shall not be unreasonably denied.
- E. 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.
- F. Copies of all postal craft duty assignments (bids) and the name and seniority date of all successful bidders shall be sent to the Union office within ten (10) days after posting.
- G. If change of duties within the principal assignment area or 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.
- H. The Union shall be notified, in writing, of any changes in the starting time of any assignment. This shall include one (1) hour or less.
- I. The Union shall be supplied an up-to-date seniority list semi-annually.

## **Item 22. Seniority, Assignments and Postings**

- 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 time, a bid employee shall have preference in performing the duties provided by their bid assignment over a non-bid employee, regardless of tour.

**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.

**In Witness Thereof**

United States Postal Service

American Postal Workers Union

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Gary A. Neirinckx  
Postmaster/OIC  
Coventry, RI 02816

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Stanley Banach  
President APWU  
Providence, RI Area Local