

LOCAL IMPLEMENTATION
OF THE
NATIONAL AGREEMENT

2006 – 2010

(Local Memorandum of Understanding)

BETWEEN

UNITED STATES POSTAL SERVICE
PROVIDENCE Rhode Island 02904

AND

PROVIDENCE RHODE ISLAND
AREA LOCAL
APWU

July 15, 2007

tentative

“OFFICIAL COPY”

ARTICLE XXX

LOCAL IMPLEMENTATION -- NATIONAL AGREEMENT

This agreement (referred to as the Local Implementation - Article XXX, National Agreement 2006 - 2010) is entered into at Providence, Rhode Island 02904, 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 2006 – 2010 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. All APWU craft employees, with the exception of the Maintenance craft employees shall be granted five minutes wash-up time prior to the lunch period and five minutes wash-up time prior to the end of their tour of duty. Maintenance Craft wash-up periods will be afforded as required, consistent with the work assigned. It is understood that wash-up periods are provided for that purpose.

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

Item 2. Section 1. Regular workweek shall consist of five days with fixed consecutive days off unless mutually agreed to at the local level.

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 Installation head/Postmaster or designee will curtail or terminate postal operations when it is determined that the continued operations would be dangerous or seriously harmful to employees. When local authorities determine a state of emergency exists, the Installation head or designee will consult with local union officials to determine what, if any, curtailment will take place. The Installation head or designee shall consider the union's recommendations.

Item 3. Section 2. In the event that the Installation head/Postmaster or designee determines the need to curtail or terminate postal operations, management will notify employees through public service announcements on a designated radio station as soon as the need becomes apparent. Radio stations (630) WPRO-AM and (92) WPRO FM "Operation Snowball" will be utilized.

Item 4. FORMULATION OF LOCAL LEAVE PROGRAM

General

Item 4. Section 1. Advance annual leave request, other than same day request, may be submitted on either a scheduled or non-scheduled day. The "Time of Call or Request" block must be completed. All PS forms 3971 must be personally submitted to the responsible supervisor/management official in charge of the section on the employee's tour.

Item 4. Section 2. Employee's requests for leave shall be submitted on PS form 3971, the employee shall write the specific time and dates they want to leave.

Item 4. Section 3. When the responsible supervisor/manager is considering multiple employee requests for leave, employee requests for annual leave shall take preference over leave requests for LWOP for periods of absence for the same time period.

Item 4. Section 4. If, for any reason, an employee leaves a section or tour after selecting his vacation period, said employee will retain that vacation selection. Management shall make every reasonable effort to honor vacation selections, providing that there is sufficient coverage to meet the needs of the section. In the event there is not sufficient coverage to meet the needs of the section, vacation selections may be honored only after consultation between the Union and management.

Item 4. Section 5. Employees on military leave during the choice vacation period are eligible for another period provided this does not deprive any other employee of their first choice for scheduled vacation.

Item 4. Section 6. During the course of the "Vacation Leave Year" including the Choice Vacation Period, when employee absences are charged to FMLA, these absences shall reduce the number of employees off within a section. Employees who are absent from duty due to the Family Medical Leave Act (FMLA) will occupy a slot on the vacation board for the entire period of the absence. One FMLA absence for one vacation selection slot vacancy provided this does not deprive any other employee of their first choice for scheduled vacation.

Item 4. Section 7. A regularly scheduled Part Time Flexible employee must use a minimum of four hours of annual leave per day for incidental leave requests of a day or more outside of choice vacation periods and eight hours of annual leave per day for incidental leave requests of a day or more during the choice vacation period.

Item 4. Section 8. Employees assigned to back-up positions shall select leave, including vacations selections, from their back up section of their assignment. Their seniority shall be commingled with employees assigned within the "back up" section.

Item 4. Section 9. An employee with an annual leave balance in excess of the defined maximum carry over amount as of September fifteenth shall submit a PS form 3971 and request the excess annual leave within ten calendar days. If by September Twenty-fifth the employee fails to submit a request to schedule the excess annual leave management shall schedule the amount of leave in excess of the maximum carry over amount.

Vacation Planning

Item 4. Section 10. Vacation selection slots will be determined for each section based on the total number of career employees in each section on the seventh of February.

Item 4. Section 11*. The vacation leave year will start at the beginning of the fourth full service week in April and continue through the third full service week in April of the following year excluding the period of time between the last day in November through the calendar day December twenty-fifth.

Item 4. Section 12. The employee vacation selection for periods of one week or more will begin on February twenty-first and will continue until the process is completed but no later than March twenty-first.

Item 4. Section 13A.

Annual Leave Requests – Current work day

Requests for annual leave on the same day must be submitted on PS form 3971 at least one hour in advance and the supervisor shall notify the employee of the approval or denial, giving the reason, prior to the employee's requested time to leave. Failure by the responsible supervisor/manager to advise the employee of approval or denial of their request for leave prior to the requested time to leave will be construed as approval of the requested leave.

Item 4. Section 13.B

Annual Leave Requests other than the same day up to and including five calendar days in advance.

Employee requests for annual leave submitted for annual leave falling within the next five calendar days will be answered within one workday. Failure by the responsible supervisor/manager to

advise the employee of approval or denial of their request for leave within the next work day will be construed as approval of the requested leave.

Item 4. Section 13.C*.

Annual Leave Requests more than five days in advance up to the end of the Vacation leave year.

Employees may submit PS form 3971 in advance up to the end of the vacation leave year for annual leave of a fraction of a day or more which was not selected during the choice vacation selection process. The responsible supervisor/manager shall advise the employee of approval or denial, giving the reason, of their leave request within the employee's next five calendar days. Failure by the responsible supervisor/manager to advise the employee of the approval or denial of their request within the next five calendar days will be construed as approval of the requested leave.

In the event that the employee is absent or on leave during the response period of five calendar days the employee shall inquire as to whether the application for annual leave is approved. The duplicate copy of the 3971 shall be placed in the employee's Employee Letterbox with a copy forwarded to the Union.

Item 4. Section 13D.

These provisions shall not apply to leave requests that would potentially impact holiday scheduling. Leave requests that may potentially impact holiday scheduling for dates that are determined to be a holiday or days designated as a holiday may not be considered nor honored under the Provisions set forth in Item 4 Section 13. Employees may submit and management may consider, without guarantee, leave requests for a day that is determined to be a holiday or days designated as a holiday after the effected holiday schedule is posted in accordance with the National Agreement.

Cancellation of Annual Leave

Item 4. Section 14A.

Employees may cancel their 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 the vacation selection. A copy of this notice will be forwarded to the Union.

Item 4. Section 14B. In cases where the employee wishes to cancel vacation selections(s) in weekly increments within 30 days of the starting date of the vacation selection, the employee must make written request to the responsible manager or supervisor. The manager/supervisor will notify the employee in writing that the request has been approved or disapproved. Such notification will be made without unreasonable delay. A copy of this notice will be forwarded to the union.

Item 4. Section 14C. Employees who do not have sufficient annual leave to cover their vacation selection(s) will forfeit that selection (or selections) in weekly increments. Employees that forfeit vacation selection(s) must report to duty as scheduled.

Item 4. Section 15. When an employee cancels a choice vacation selection(s) more than thirty days prior to the starting date of that vacation selection management will offer the returned selection(s) to employees in that section by posting notice of its availability. For one calendar week following the date of posting, the canceled week(s) will be available only to those employees (by seniority) who did not have the opportunity to select that week(s) during the initial vacation selection period. After that, the canceled week(s) will be available on a first come-first served basis.

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

Item 5. Section 1. Excluding the Motor Vehicle Craft and Post Office Operations the choice vacation period shall be the sixteen consecutive weeks starting on the Saturday preceding Memorial Day. Choice vacation period shall also include Thanksgiving week and the service week after Christmas. During years when Christmas does not fall on Saturday the days following Christmas Day will be available for incidental leave. During years when Christmas Day falls on a Saturday that week will be available for the choice selection period.

The choice vacation period for the Motor Vehicle Craft and Post Office Operations employees shall be the sixteen consecutive weeks starting on the Saturday preceding Memorial Day.

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

Item 6. Section 1. With the exception of the Motor Vehicle Craft, employees will start their vacation period on Saturday. When feasible, for clerical employees at Stations and Branches, local management will attempt to adjust vacations to start on other than Saturday when the employee so requests. MVS craft employees shall start their vacation on Sunday.

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 one or two selections during the choice vacation period. They may be chosen in units of five or ten working days or one selection of fifteen consecutive days, not to exceed the ten or fifteen days to which the employee is entitled pursuant to Article 10 of the National Agreement.

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

Item 8. Section 1. Jury Duty and attendance at National APWU Conventions for Union Officials will not be charged to the choice vacation periods.

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

Item 9. Section 1.A. Providence Processing and Distribution Center & District Offices Craft Employees

Item 9. Section 1.A*. With the exception of Motor Vehicle Craft employees, fifteen percent (15%) of employees assigned to the Providence Processing and Distribution Center and District offices from each craft per week within the section, by tour by seniority, shall be allowed off each week during the choice vacation period.

For the purposes of computing the percentages for vacation selection slots, fraction of point two (.2) and over will be carried to the next whole number for the period of time identified as the Choice Vacation period.

Item 9. Section 1.B. Up to Twenty percent (20%) of employees assigned to the Motor Vehicle Craft shall be granted vacation selections per week within the craft (MVS), by seniority, and shall be allowed off each week during the Choice Vacation period.

For the purposes of computing the percentages for these vacation periods, fractions of point five (.5) and higher will be rounded to the next whole number.

Item 9. Section 2.A*. PROVIDENCE POST OFFICE OPERATIONS

Vacation selections in the Stations and Branches shall be within each unit as defined in item 14. The following formula shall be used when determining the number of employees, by craft, that shall be allowed off each week during choice vacation periods:

If a unit has from one (1) to five (5) employees, one (1) person will be allowed off; six (6) to eleven (11) employees, two (2) will be allowed off; twelve (12) to seventeen (17) employees, three (3) will be allowed off; eighteen (18) to twenty three (23) employees, four (4) will be allowed off; twenty four (24) to twenty nine (29) five (5) will be allowed off.

***Management and the union did not agreed to management's proposed changes to this item and management has appealed their proposal to the impasse procedure. The current language shall remain in force and effect until such time as the impasse has been resolved in accordance with the National Agreement.**

Item 9. Section 2.B. Full-Time Flexible Relief Clerks shall choose by seniority on an annual basis the Station that they desire to select their vacation from. The number of vacation slots shall be by the agreed upon formula in Item 9, section 2A. Management shall notify all Full-Time Flexible Relief Clerks in writing no later than January fifth that they must be prepared to select their desired Station by January thirty-first. Full-Time Flexible Relief Clerks shall select their station for vacation selections no later than February fifteenth. In the event that the Full-Time or Part Time Regular Clerk fails to make a desired Station selection, management will assign them by seniority to a Station. Vacation selections shall begin no later than February fifteenth and end no later than March fifteenth.

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 Branches. Copy of the notice will be given to the union representatives.

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

Item 11. Section 1. The Employer shall publicize on the bulletin boards, or by other appropriate means, the beginning date of the new Postal Leave Year.

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

PROVIDENCE PROCESSING AND DISTRIBUTION CENTER

Item 12 Section 1.A*. With the exception of Motor Vehicle Craft employees, fifteen percent (15%) of employees assigned to the Providence Processing and Distribution Center and District offices from each craft per week within the section, by tour by seniority, shall be allowed off each week outside of the choice vacation period during the rest of the Vacation leave year.

For the purposes of computing the percentages for vacation selection for vacation slots for the Vacation leave year not including the Choice Vacation period, fractions of point five (.5) and over will be carried over to the next whole number.

Item 12 Section 1.B. Up to Ten percent (10%) of employees assigned to the Motor Vehicle Craft (MVS) shall be granted vacation selections per week within the craft, by seniority, and shall be allowed off each week during the Vacation leave year outside of the Choice Vacation period.

For the purposes of computing the percentages for vacation selection for vacation periods, fractions of point five (.5) and over will be rounded to the next whole number.

Item 12. Section 2*. PROVIDENCE POST OFFICE OPERATIONS Ten percent (10%) per week within the section, by tour, by seniority, shall be granted vacation selections each week during the Vacation leave year outside of the Choice Vacation period.

For purposes of computing the percentages for vacation selection slots for the Vacation leave year not including the Choice Vacation period, fractions of point five (.5) and over will be carried to the next whole number.

***Management and the union did not agreed to the union's proposed changes to this item and management has appealed their proposal to the impasse procedure. The current language shall remain in force and effect until such time as the impasse has been resolved in accordance with the National Agreement.**

Item 12. Section 3. Employees will have the opportunity to select annual leave for periods of a week or more during periods other than the choice vacation period when they make their vacation selection or at a later date so long as openings are available up until the end of the vacation leave year.

Item 12. Section 4. Should the agreed to vacation percentages be reached during any week, throughout the vacation leave year, that fact alone will not render additional annual leave requests invalid. Additional requests will be considered on an individual basis consistent with the service needs.

Item 12. Section 5*. Management shall grant incidental leave on a day to day basis during the vacation leave year up to the agreed upon percentages.

To be guaranteed up to these percentages employee requests must be submitted no less than five calendar days of the requested leave date.

***Management and the union did not agreed to each other's proposed changes to this item and management has appealed their proposal to the impasse procedure. The current language shall remain in force and effect until such time as the impasse has been resolved in accordance with the National Agreement.**

Item 12. Section 6*. Incidental leave granted shall block off the week for the purpose of a full week vacation selection, however, remaining days would still be available in increments of four days or less.

Item 12. Section 7. "Initial" Incidental leave submission process

Each year after the end of the Vacation Selection Process and prior to the beginning of the new Vacation leave year, employees may submit their "initial" requests for incidental leave for the new Vacation leave year using the following process:

On each tour management and the union shall determine a three calendar day period designated as to when employees may submit PS form 3971's for the coming Vacation leave year. The union shall publicize this information on the union bulletin board and announcements shall be made. Employees that are on scheduled leave for these three calendar days may submit leave requests to their immediate supervisor prior to their absence. Employees may submit 3971's application(s) for leave to their immediate supervisor during this three-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 three-calendar day period the union and management shall review the applications for leave and management shall grant requests up to agreed upon percentages(s) based upon the

employee's section, tour, availability and seniority. Management shall grant up to a maximum of three (3) requests submitted by each employee. Management shall have a fourteen-day period to complete this process and the union agrees to waive the time limit requirements for response during this sectional process.

Employees shall not submit applications for leave 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. Failure of the employee to so designate the leave as falling in the current Vacation leave year shall invalidate the time limit response guarantees referenced above. Management shall take action on these requests but there shall be no automatic approval or guarantee.

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 percentages in **Item 9. Section 1.**

Item 13. Section 1*. THE PECKING ORDER FOR HOLIDAY SCHEDULING FOR ALL EMPLOYEES SHALL BE:

1. Casual employees - even if overtime is necessary.
2. Part Time Flexible employees - even if overtime is necessary.
3. Full and Part Time Regular volunteers on their regularly scheduled workday by seniority.
4. Transitional Employees
5. Full and Part Time Regular volunteers on their regularly scheduled day off by seniority.
6. Full and Part Time Regular non-volunteers on their regularly scheduled workday by inverse seniority.
7. Full and Part Time Regular non-volunteers on their regularly scheduled day off by inverse seniority.

Item 13. Section 2. The holiday schedule shall list the section to which each employee is assigned. Every effort shall be made to schedule employees according to the anticipated needs of each section.

Item 13. Section 3. Consistent with the work available Light/Limited duty personnel shall be assigned on the holiday in accordance with their standing on the seniority list within the section that they are assigned due to their medical limitations.

Item 13. Section 4. A copy of the holiday schedule shall be forwarded to the appropriate steward or other designated union official prior to the posting.

Item 13. Section 5*. Before and after each holiday, management shall review the operational requirements existing on the actual holiday with the expressed goal of adjusting schedules to conform with the volume existing in each section. While management reserves the right to move employees as mail volume dictates, the intent of this section is to reduce the movement of employees through proper scheduling. Management shall review any objections the union may have on the preceding holiday.

Item 13. Section 6. Employees holding back-up positions will be selected for holiday scheduling in their back-up position.

Item 13. Section 7. Providence Processing and Distribution Center

Tour 1 Full Time/Part Time Regular employees having assignments with Sunday/_Monday as their regularly scheduled days off shall have the following option available to change their designated holiday when the actual holiday falls on Monday.

Those employees desiring to work on their designated holiday shall sign the appropriate holiday "Volunteer List." Those employees desiring to have their regularly scheduled days off changed from Sunday/Monday to Monday/Tuesday for the holiday weekend shall sign the "Change of Schedule List."

Those employees desiring a change of schedule shall sign the appropriate list and fill out form 3189 *Request for change of schedule for personal reasons*. The employee shall submit the 3189 for the union's approval and then submit it to management for consideration. Management shall attempt to accommodate as many of those desiring a schedule change as operationally possible.

Annual leave requests for the Tuesday following a Monday holiday will take precedence over a change of schedule provided the 3971 is submitted prior to the close of the holiday sign-up period.

It is understood this provision only applies to those Tour 1 Providence Plant, Mail Processing Operations, clerical employees that their designated holiday would normally be canceled.

Item 13. Section 8. At the Main office Window there is a dedicated window to serve philatelic, meters and passports. Clerks from either the Main Office Window Unit or Stamps by Mail may cover meters and passports.

Lobby directing and T6 duties can be done by clerks from either unit and does not belong exclusively to either unit. This also applies to holiday and overtime scheduling.

For the purposes of holiday scheduling and overtime, Tour 2 and Tour 3 employees at the Main Office window unit sections will be grouped together on those days when there is only one tour of operation.

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

Item 14. Section 1. Overtime desired lists shall be by section and tour, excluding Motor Vehicle Services and Maintenance. Motor Vehicle OTDL shall be in accordance with Item 21.C and Maintenance OTDL shall be in accordance with Item 21.B.

Item 14. Section 2. Employees who have scheduled leave eight hours or more immediately preceding and/or following non-scheduled days will not be required to work overtime on their off days. However, employees on the Overtime Desired list, if they so desire, may advise their supervisor in advance in writing of their availability to work per-tour or non-scheduled day overtime that is conjunction with approved scheduled leave.

Employees that are absent on an unscheduled absence, shall be bypassed for overtime opportunities for: pre-tour, after tour and for overtime on their non-scheduled days off for unscheduled absences in conjunction with their non-scheduled days off. Such employees shall be considered to be not available and shall be bypassed for the overtime opportunity.

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

Item 14. Section 4. Pursuant to Article 8 of the National Agreement, management or its designee, shall make calls for overtime. In the event that the employee is not available and the caller connects to an answering machine or similar electronic devise or service, at management's discretion the employee may be bypassed. Employees shall only list one official telephone number to call. Beepers or other similar devices and "out of range" cellular phones shall be automatically bypassed.

Item 14. Section 5. In the event an employee is on leave during the posting period, the employee may submit their name in writing to the responsible supervisor/manager of the section

within seven working days after returning to duty. The employee's name shall be placed into the rotation based upon the employee's seniority standing.

Item 14. Section 6. Whenever a part time employee is converted to full time, the employee may submit their name, in writing, to the responsible supervisor/manager of their section within seven working days of the effective date of the promotion. The employee's name shall be placed into the rotation based upon the employee's seniority standing.

Item 14. Section 7. PROVIDENCE POST OFFICE OPERATIONS Flexible relief clerks, working in the Stations and Branches can be required to work overtime in their assigned unit in accordance with the applicable provisions of the National Agreement, pursuant to Article 8, section 5A and Item 14 of the LMOU, overtime lists shall be by section and tour. Employees may sign the Overtime Desired List in the section to which they are assigned. Pool and Relief Clerks can only sign the Overtime Desired List in the section where domiciled. When Pool and Relief Clerks are assigned to sections other than where domiciled, they may be offered overtime, if available, after the Overtime Desired List is exhausted in that section. They may not place their name on that Overtime Desired List.

Item 14. Section 8. Whenever a Full Time employee transfers to another; Tour, Station, or Branch, that employee may submit their name in writing to the responsible supervisor/manager of their new section indicating their desire to have their name placed on the Overtime Desired List. The employee will have seven working days of the effective date of the transfer to submit their name to the responsible supervisor/manager to be placed on the Overtime Desired List. The employee's name shall be placed into the rotation of the list based upon the employee's seniority standing.

Item 14. Section 9A. Management (in the Providence Plant Operations) will supply an Overtime Desired List with the following selections; before Tour, after Tour, non-scheduled day, ten (10) hours, twelve (12) hours.

***Management and the union did not agreed to management's proposed changes to this item and management has appealed their proposal to the impasse procedure. The current language shall remain in force and effect until such time as the impasse has been resolved in accordance with the National Agreement.**

Item 14. Section 10. Employees working reasonably close to two hours or more of overtime shall receive a reasonable break within the first two hours of their overtime assignment.

***Management and the union did not agreed to management's proposed changes to this item and management has appealed their proposal to the impasse procedure. The current language shall remain in force and effect until such time as the impasse has been resolved in accordance with the National Agreement.**

Item 14. Section 11. After tour overtime will be announced one hour in advance whenever possible but not less than one-half hour in advance. If no announcement is made, or if the employee is not notified, the employee will not be required to stay.

Item 14. Section 12. The following are to be considered sections for all purposes unless specifically provided for in this agreement: overtime, holiday scheduling, vacation scheduling, and bids:

Item 14. Section 12A. PROVIDENCE PLANT, MAIL PROCESSING OPERATIONS.

Air Mail ACDCS

Assignment Clerks (All sections) & General Clerk - MDO office

Clerical Employees Transportation & Networks, In Plant Support & Contract Technician

AFSM 100
Automation: OCR, BCR, LMLM, DBCS, DIOSS, CIOSS & Runner(s)
BRMS
Express Mail
FSM 1000 & Manual Flats
General Expeditors: Air mail section, Pouch Bin Section & Express Mail Section
General Expeditors: Automation section (OCR, BCS, LMLM, & DBCS)
General Expeditors: Flats Section
General Expeditors: Platform and T.I.M.E.S. clerks
General Expeditors: Registry Section & Manual Distribution Section
Label clerks
Main Office Box Section
Manual Distribution: Hand Case, City Flats & Review Clerks
Parcel Post
Pouch Bins: Bristol County Bin, Main Bin, Outgoing Newspapers, Rhode Island Bin,
Periodicals (formally known as 2C), City SPRs
Registry

Item 14. Section 12B. PROVIDENCE POST OFFICE OPERATIONS

(See attached Letter of Intent, Addenda and Memoranda of Understanding)

CFS

Station/Branches/Finance Stations*

Main Office Windows - Retail Store unit 102

Main Office Windows unit 133

*With the following exceptions:

1. The Annex Finance Station which will be subdivided into two sections: employees with normal reporting times 6:00 AM or before, as one section and employees with normal reporting times after 6:01 AM will be another section.
2. The Corliss Park station will be subdivided into four sections: 02902, 02904, 02906, and 02911.

***Management and the union did not agree to management's proposed changes to this item and management has appealed their proposal to the impasse procedure. The current language shall remain in force and effect until such time as the impasse has been resolved in accordance with the National Agreement.**

Item 14. Section 12C. PROVIDENCE DISTRICT OFFICE OPERATIONS.

Accountable Paper

Bulk Mail

Mailing Requirements

TACS

Clerical employees – District Offices'

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 15. Section 1. The names, assignments duties and craft designations of all employees on light duty will be supplied to the union upon written request.

Item 15. Section 2. Any change in a light duty employee's bid schedule must be mutually agreed to by the union and management and in accordance with Article 13.3c of the National Agreement.

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 16. Section 1. 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 reassignment of a full time or part time employee to a; temporary light duty, permanent light duty, or other assignment, shall not be made to the detriment of any full time employee on a scheduled assignment, or give the reassigned part time employee preference over other part time employees by virtue of the light duty assignment.

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

Item 17. Section 1. Light Duty Assignments shall be consistent with the medical certification provided by the employee's health care provider to certify the employee's medical limitations for their non-work connected injury or illness.

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. In the event of any reassignment due to the excess needs of a section or sections identified in the craft article Sections, it will be by Tour by inverse seniority, within the affected section(s).

Item 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Item 19. Section 1. The Employer shall reserve handicapped parking spaces in the main employee parking lot immediately adjacent to the main employee entrance in accordance with Handbook *RE4 Standards for Facility Accessibility*.

Item 19. Section 2. Employee parking is provided for employees in the main employee parking lots. Employees may park only where authorized.

Item 19. Section 3. Prior to towing, an announcement will be made over the Public Address System in the Providence Plant, to include the license plate number of the car being towed.

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.

LEAVE FOR UNION ACTIVITIES

Item 20. Section 1. Annual leave for union officials to attend union activities is not to be considered to be part of the choice vacation period. When these duties occur during a time selected by the union official for choice vacation, the union official will be eligible for another choice vacation period selection provided this does not deprive any other employee of their first choice for scheduled vacation.

Item 21.A. SUPPLEMENTAL AGREEMENTS - CLERK CRAFT

Item 21.A. Section 1. There shall be at least one labor/management meeting quarterly, if needed. Additional meetings can be requested by either the union or management and their request shall not be unreasonably denied. All requests for meetings shall be in writing.

Item 21.A. Section 2. There shall be at least one Mechanized, Technological, Manual, and Customer Service Labor/Management meeting semi-annually, if needed. Additional meetings can be requested by either the union or management and their requests shall not be unreasonably denied. All requests for meetings shall be in writing.

Item 21.A. Section 3. When there is a need to correct a bid job posting the corrected notice shall be posted for ten days unless otherwise mutually agreed.

Item 21.A. Section 4. The union and all Stations and Branches shall be semi-annually supplied with an up-to-date seniority list.

Item 21.A. Section 5. In accordance with Article 37, section 3.A.6, all withdrawals of bids must be in writing, date stamped and submitted to Personnel prior to the closing date and time of the bid posting. This provision also applies to automated (phone) bidding.

Item 21.A. Section 6. A copy of Article 37, section 3.F.b; 1, 2 & 3 and 3.F.4.b; 1, 2, & 3, along with the "pending bid award training" explanation, will be a permanently posted with all clerk craft postings.

Item 21.A. Section 7. If the starting time of any Clerk Craft duty assignment is to be permanently changed by more than one hour, the assignment shall be re-posted for bid unless such a change in starting time is agreed upon by the union. This shall also apply to cumulative changes in the starting times.

Item 21.A. Section 8.

PROVIDENCE POST OFFICE OPERATIONS

STATIONS AND BRANCHES – Pool & Relief Assignments

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments, are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered. Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of pool and relief assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments. These assignments shall be made in accordance with Article 37.3.F.9.

Item 21.B. SUPPLEMENTAL AGREEMENTS, MAINTENANCE CRAFT

Item 21.B. Section 1. Seniority lists shall be kept current and posted quarterly. They will include service seniority and the seniority for preferred assignments. The Maintenance Craft Director will be given a copy of these lists.

Item 21.B. Section 2. The following are to be considered sections for vacation selection and scheduling by tour. Choice vacation selection shall be by the agreed upon percentage per Item 9A.

- A. Custodians, Custodial/Laborers, Group Leaders and Material Handlers
- B. Station and Branch Custodial/Laborers and Relief Custodial Laborers
- C. Electronic Technicians
- D. Mail Processing Equipment Mechanics (MPE)
- E. Maintenance Mechanics (MM)
- F. Building Equipment Mechanics (BEM)
- G. Electricians
- H. Carpenter, Industrial Equipment Mechanics, and Letter Box Mechanics & Blacksmith/Welder.
- I. Maintenance Support Clerks
- J. Area Maintenance Technicians and Specialists.

Item 21.B. Section 3. In the Maintenance craft, maintenance employees may cancel choice vacation selections, due to technical postal training, less than the 30 days prior to the start of the vacation selection. The employee will provide written notice to the responsible Manager or Supervisor of their intent as soon as possible. Management will offer the returned selection(s) to employees in that section 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 employees (by seniority) who did not have the 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 serve basis.

Item 21.B. 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, except as provided within this agreement. For the purpose of scheduling overtime, Area Maintenance employees identified in 21.B.2.J will be considered one section.

Item 21.B. Section 5. Vacation selections, holiday scheduling, overtime and job training will be by maintenance craft seniority within the installation by section.

Item 21.B. Section 6. For the purpose of establishing Overtime Desired Lists for snow removal, the following will be identified as a section:

- (1) Custodial Group Leaders
- (2) Custodial Laborers
- (3) Material Handlers

Item 21.B. Section 7. Management shall notify successful bidders in writing. A copy of the bid job informing the successful bidder of the effective date of the reassignment shall be sent to the successful bidder, along with instructions of any immediate applicable training.

Item 21.B. Section 8. Management shall, with an employee's written request, identify areas where that employee needs to improve knowledge, skills, and ability levels for qualification for promotion to a different and/or higher level position. The results received from the National Test Administration Center will be used as a tool to provide guidance and to suggest the proper training needed.

Item 21.B. Section 9. There shall be a quarterly maintenance craft, labor/management meeting as needed. Additional meetings may be requested by either party with advance written notice.

Item 21.B. Section 10. The union will be provided copies of the following items:

- Promotion eligibility registers, new or updated
- Training Billets, as allocated.
- Holiday Schedule noting volunteers and forced employees prior to the posting
- Filled duty assignments
- Notification of changes in duty assignments
- Vacation Selection schedules for the Plant Operations and 029 Custodial Workforce
- Staffing packages and proposed staffing packages

Item 21.B. Section 11. Custodial labor relief assignments shall be posted and filled to ensure custodial coverage in our Stations and Branches pursuant to Article 38, section 7C of the National Agreement.

Item 21.B. Section 12. Training for the handling of hazardous materials shall be consistent with Article 14 of the National Agreement.

Item 21.B. Section 13. In the interest of safety, isolated and hazardous maintenance assignments identified below will entail the use of two man teams.

1. All roof tops.
2. Air handlers
3. Mechanical Room. *
4. Storage building. *
5. Elevator pits.
6. Electrical sub-stations.
7. Battery rooms. *
8. The VMF, when unoccupied, for building and equipment repair. When custodians clean, they may clean alone; however, someone must check the employee three times per hour.
9. Trouble shooting live electrical wiring and moving machinery.
10. 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.

* Communications devices between employee and co-worker and/or supervisor will suffice.

Item 21.B. Section 14. Employees returning from an off-site technical training status will be considered unavailable for overtime duty unless that employee states, in writing, before the start of their training that they want to be considered for overtime upon their return. This applies only to the immediate weekend following the end of training.

Item 21.B. Section 15. If the starting time of any maintenance craft duty assignment is changed by more than two hours, the assignment shall be posted for bid unless the union agrees to the more than two hour change. This shall also apply to cumulative changes in the starting times.

Item 21.B. Section 16. Changes in duty assignments will be considered on a case by case basis. Generally, changes in duty assignments by fifty percent (50%) or greater will cause the assignment to be re-posted, unless the union agrees to the changed assignments.

Item 21.B. Section 17. It is understood that job related training billets do come available during the year.

In an effort to accommodate employees who have previously selected annual leave but wish to volunteer for job related training, the following is understood. If an employee wishes to volunteer and is subsequently chosen for training that conflicts with previously selected annual leave, he/she will be afforded an opportunity to make an additional annual leave selection provided it does not deprive another employee of their vacation selection.

It is also agreed that employees who have annual leave scheduled prior to being selected for job training, will not be forced to attend the training.

Item 21.B. Section 18. For the purpose of overtime in the Maintenance Craft, the following is agreed:

- Each Occupational group will be considered a section in the Plant.
- Each Station or Branch will be an independent section.
- Station/Branch relief custodians will be selected for overtime from the location they are assigned to.
- Selection for overtime will be by section, tour and non-scheduled day.
- Overtime desired lists will reflect pre-tour, after-tour, and non-scheduled day. A preference will be indicated for 10 or 12 hours.

Item 21.B. Section 19. In the event of any upcoming details, union and management will sit down and decide how to post them.

Item 21.C. SUPPLEMENTAL AGREEMENTS MOTOR VEHICLE CRAFT

Item 21.C. Section 1. At least two employees will work in the garage, when work is available, even if overtime is required. The VMF supervisor or manager will be notified of an absence. Work is defined as mail deliveries and scheduled maintenance, such a “C” services and road calls.”

Management will make every effort to schedule employees together to ensure a safe work place.

Item 21.C. Section 2. Annual leave will be granted to VMF employees by seniority, by Tour. Sections for vacation selections in the VMF and for this purpose only have been identified as follows:

In accordance with the Collective Bargaining Agreement and LMOU:

VMF Selections (for vacation selections)

Section 1 – Automotive Technicians (all employees)
Body and Fender Repairman (all employees)

Section 2 - Tool and Parts Clerks, Storekeepers and VMF clerks (all employees)

The reporting time of an assignment shall determine its Tour of Duty. Tour 1, Tour 2, Tour 3

The above stated tours shall apply to overtime, holiday scheduling, vacation selections. If a job has a varying start times. The tours will be determined by looking at the reporting time for each scheduled work day. The Tour on which the majority of the scheduled day falls will be the tour of the assignment. In a dispute, the MVS Craft Director will meet with management to resolve the dispute.

Item 21.C. Section 3. The first week of January each calendar year the union shall notify management, in writing, as to whether or not the union requests all full-time Regular Motor Vehicle Operator and Tractor-Trailer Operator craft assignments will be posted for bid. If the union requests that the positions be posted for bid the union shall conduct the bidding process to determine the successful bidders and shall so notify management of the bidding results. Such bidding process shall be conducted and finished no later than the last day of January. Management shall place the successful bidders into their new bid jobs no later than the first of March.

Item 21.C. Section 4.

1. Overtime in the VMF will be by section, tour and position designation. Holiday Scheduling in the VMF will be done section, tour and position designation. In accordance with the Collective Bargaining Agreement and LMOU.employees in accordance with the National Agreement, by section (Vehicle Maintenance & Administrative), Tour and position designation.

In the VMF, the following are to be considered sections for overtime and holiday scheduling. Sections are as follows.

2. Overtime shall be offered to MVS employees in accordance with the National Agreement, by section and position designation.
 - A. As it applies to MVS, a section is determined to be one of the following;
 - a. Tractor-Trailer Operator
 - b. Motor Vehicle Operator
 - c. Motor Vehicle Clerk

3. In the MVS craft three (3) Overtime Desired Lists will be used, one for Motor Vehicle Operators and one for Tractor-Trailer Operators and one for Motor Vehicle Clerks. Each list will contain selections for non-scheduled day, pre-tour, and after-tour, as well as ten and twelve hours. In addition the MVO list will contain a selection to make management aware of their availability for higher level work (TTO). Both options NSD, and pre-tour and after-tour will be rotated independently.
4. Qualified MVO's will not be mandated to work overtime as TTO's before all TTO's on the overtime desired list have been given the opportunity to work overtime. Qualified MVO's who have volunteered for higher level assignments will not be used on overtime before all TTO's on the overtime desired list have been given the opportunity to work overtime.

Item 21.C. Section 5. That any PTF's in the Motor Vehicle Service craft requesting the required training to operate other postal vehicles that require shuttling for the VMF, may receive training to maximize their hours up to forty hours per service week and such requests shall not unreasonably be denied.

If work is available in the garage, every attempt will be made to give PTF's in the MVS craft, who have the necessary skills an opportunity to shuttle for the VMF. Management will give them first preference according to the level and skills required. This provision applies only to part-time flexible employees on the rolls as of the effective date of this agreement. Management will give them first preference according to the level and skills required. This agreement shall expire through attrition.

Management will utilize Full Time Regular employees on the Overtime Desired List prior to scheduling part-time flexibles at the overtime rate.

Item 21.C. Section 6. It is agreed that the parking spaces behind the Providence Vehicle Maintenance Facility, including the center section adjacent to the car wash, will be labeled "VMF Parking Only."

VMF Parking is defined as and is authorized as:

Any postal vehicle assigned to the VMF, all postal vehicles awaiting service or completed service performed. VMF Craft employees may park on a first come, first served basis, as space is available. This excludes spaces designated for management at the VMF."

Item 21.C. Section 7. In the Motor Vehicle Services craft. Unless otherwise accepted by the incumbent and agreed to by the union a full-time regular duty assignment shall be re-posted for bid if:

1. There has been a change in the principal duty assignment area of more than 50% of the duties provided by the bid job. A principal assignment area is defined as MVS duties performed over an eight hour period of time over a regularly scheduled run or forty hours of a utility bid. A FTR with an eight hour run bid job shall be considered to be changed more than 50% when more than four hours of the previous run time has changed including travel time and the number of stops. A FTR with a utility bid is considered to be changed when more than twenty hours within a forty hour service week has changed from the previous run's travel time and number of stops.

2. If the starting time of any duty assignment is to be permanently changed by more than two hours, the assignment shall be re-posted for bid unless such a change in starting time is agreed upon by the incumbent and the union. This shall also apply to cumulative changes in the starting times through the life of this agreement.

Item 21.C. Section 8. Management will attempt to equalize the total number of scheduled work hours of the part-time flexible employees, to the extent possible.

Item 21.C. Section 9. A reasonable amount of time shall be allowed on each run so the MVO/TTO may conduct an inspection of the vehicle, or when changing vehicles.

Item 21.C. Section 10. The summer uniforms may be worn during the daylight saving time period, April through October, weather permitting.

Item 21D. SUPPLEMENTAL AGREEMENTS, GENERAL

Item 21.D. Section 1. Excluding the maintenance craft, a copy of all APWU crafts bid notices reflecting the name and seniority date of the successful bidder shall be sent to the union within ten days after the closing of the bid posting.

Item 21.D. Section 2. If the principal assignment area, or scheme knowledge requirements of a Full-Time Regular bid assignment change, the bid assignment will be re-posted unless otherwise agreed to by the union.

Item 21.D. Section 3. The union shall be notified by management, in writing, of any permanent change in the starting time of any APWU craft duty assignment(s).

Item 22. SENIORITY, REASSIGNMENT AND POSTING

Item 22. Section 1. Normally, the displacement of the employees from their bid position shall be by inverse seniority according to the skills and schemes required on the next assignment or in emergency situations.

Item 22. Section 2. It is understood that clerical employees requiring special skills to perform the functions of their assignment are at times not utilized sufficiently to maintain their level of skill. Therefore, it is recognized that management retains the right to train employees and utilize such employees on assignments that will maintain their skill level. In doing so, at times, a senior employee may be displaced by a junior employee. However, if training and maintaining skill level is done on a frequent basis, it will be done on a rotating basis by inverse seniority where the same employee(s) is not consistently displaced.

In most cases, the normal time to train an employee to keep them up-to-date should be about two hours within a service week; however, in certain cases where it is necessary to train the person for eight continuous hours it will be done on a rotating basis not to exceed eight-hours within a service week.

Item 22. Section 3. PROVIDENCE PROCESSING AND DISTRIBUTION CENTER

Back-up assignments

In the Providence Plant Operations when the need arises to fill a back-up position, the senior employee holding the back-up position shall have the preference to choose if they want to fill the back-up position. If the senior employee(s) decline, then the junior employee will be assigned the position. This provision will be applied consistent with the needs of the service.

Item 22. Section 4. Normally, those clerical employees (mail processors) assigned to the Automation section equipment shall rotate their assignment i.e. DBCS, BCS, OCR, DIOSS, LMLM, CIOSS on a daily basis.

Item 22. Section 5. Copies of all PS Forms 1723s shall be provided to the Union on a weekly basis and/or as generated by management.

MISCELLANEOUS LOCAL LETTERS OF AGREEMENT GENERAL

The following articles of local letters of agreement presently in effect will continue to remain in effect through the life of this agreement:

1. Employee requirement to update leave status while on unscheduled-leave.

It is agreed that when an employee is absent for two weeks or more, he is required to call his unit and update his status each pay period thereafter.

It is understood that employees who are on sick leave for extended periods are required to submit at appropriate intervals, but not more frequently than once every 30 days, satisfactory evidence of continued incapacity for work unless some responsible supervisor has knowledge of the employee's continuing incapacity for work.

2. Union Official use of Public Address System

Occasional use of the public address system may be made by the APWU, for the purpose of legitimate business reasons subject to sound judgment and practice. All announcements will be subject to prior approval by the Installation head or designee.

Questions and Answers, 2006 - 2010 Local Implementation of the National Agreement

The following questions and answers were developed to explain the intent of some of the preceding items in this LMOU.

Item 4. Section 3.

Q. If I have an approved LWOP request, can someone that submits a slip for annual leave bump me from my slot?

A. No, approved leave is approved leave. Once leave is approved management shall honor such requests unless specifically provided for within this agreement.

Item 4. Section 4.

Q. When an employee bids out of a section that employee normally takes their vacation selection with them and their vacation selection is honored in the gaining section, what about the vacation slot in the losing section. The employee is no longer in the section should the vacation slot be offered to the remaining employees?

A. No, there is no requirement to offer the vacation slot in the losing section.

Item 4. Section 7.

Q. What happens when there is a dispute in the amount of hours a PTF is to take?

A. If there is a dispute concerning the amount of hours a PTF should take it is to be resolved that the PTF shall take the amount of hours that the other PTF employees within the work section were scheduled during the same time period.

Items 4. Section 11 and 13 & Item 12 section 1

Q. Can I take a week vacation if Christmas day falls on a Saturday?

A. Yes, the leave year begins on the calendar day December 26, Your vacation would begin on the beginning of the service week.

Q. I am a Tour one employee can I begin my week vacation on Christmas night, it is actually December 26 workday for Tour 1 employees.

A. No, the leave year begins again on the calendar day December 26. However, management may consider requests for leave when December 26 is not a delivery day.

Item 4. Section 13.

Q. In item 4.4.B. what is meant by "workday"?

A. Non-scheduled days or absences are not considered to be "workdays".

Item 4. Section 13.

Q. Can I submit and request annual leave during the month of December?

A. Yes, you can submit a request for annual leave at any time of the calendar year up through the end of the vacation leave year in the following year. However, the period of time between the last Saturday in November through the calendar day December twenty fifth, management is not obligated to approve such requests. There are no guarantees during this time period, management may or may not grant annual leave.

Item 4. Section 13.D

Q. If I submit a slip prior to posting of the holiday schedule that impacts holiday scheduling, will I be the first one considered after the holiday schedule is posted?

A. No, the employee that submits a slip for this time after the holiday schedule is posted, in accordance with the National Agreement, will be the first to be considered.

Item 4. Section 14D.

Q. Can I submit an incidental leave request for time off on a Postal holiday or part of the three day holiday schedule?

A. Yes, once the holiday schedule is posted you may submit a request for leave PS form 3971. If it is determined that no regular employees are to be forced to work in your section, your request for annual leave may be considered. Requests submitted prior to the posting of the Holiday Schedule shall not be taken into consideration.

Item 12. Section 1.

Q. If December twenty-sixth falls on a Wednesday, as a clerical Plant employee can I take the full week including Christmas as a choice selection?

A. No, the choice vacation selection period is for a service week only. However, incidental leave selection begins on December twenty-sixth.

Item 12. Section 4.

Q. What is the Vacation leave year?

A. A period of time to identify when employees may submit requests for annual leave. It is not to be confused with a Postal leave year, Postal Fiscal year, Actual Calendar year, or Choice vacation period. It is described in **Item 4, section 11.**

Item 13. Section 2.A.

Q. What does it mean regularly scheduled workday?

A. It is for regulars that have volunteered to work their actual holiday or day designated as their holiday. If it were not for the holiday it would be a normal workday.

Q. What does it mean regularly scheduled day off?

A. It is for regulars that have volunteered to work their non-scheduled day(s) off to work another person's designated holiday to be paid at the overtime rate.

Item 13. Section 9.

Q. I work on the Main Office Window, I have split days off, when I volunteer to work overtime for non-scheduled days off, may I volunteer to work for just my non-scheduled weekend day off?

A. No, when you volunteer to work overtime on your non-scheduled days off, you volunteer to work all of your non-scheduled days. The tours of duty are combined for tracking the use of overtime only.

Q. I hold a bid in the Main Office Window Unit, unit 102, the retail store, since I am now assigned to that section do I have to perform duties in unit 133?

A. Yes, you may be assigned any window clerk duties within the two units that does not require an accountability. The items referred to in item 13.8 are fundamental window clerk duties and as a trained window clerk you may be assigned.

Item 14. Section 10.

Q. What is meant by a reasonable break?

A. A reasonable break is a ten-minute rest break.

Item 14. Section 12 B.

Q. I hold a bid with the principal assignment area of Riverside Finance Unit within the East Bay Delivery Unit Section. Can I be used in other finance units within the section of at the delivery unit?

A. No. It may only occur due to emergency, unusual or other non-recurring event.

Item 21.A. Section 7.

Q. If I bid Tour 1 Automation, will I be allowed to use my seniority to move into the DBCS rotation?

A. You will be allowed to place your name on the list by seniority for the purposes of back filling the duty assignment. You will not be allowed to BUMP anyone already holding a position in the rotation.

Item 22. Section 4.

Q. What is meant by "on a daily basis automation clerks will be rotated to other automated equipment?"

A. It means that normally during your tour of duty you will normally be rotated to other automated equipment.

**029 PROVIDENCE RI CUSTOMER SERVICE SECTIONS
WINDOW AND DISTRIBUTION TO BE SEPARATE SECTIONS
WITHIN A DEFINED SECTION. PRIMARY DAY TO DAY WORK
ASSIGNMENT WILL DETERMINE WHERE EMPLOYEE IS
ASSIGNED.**

LETTER OF INTENT

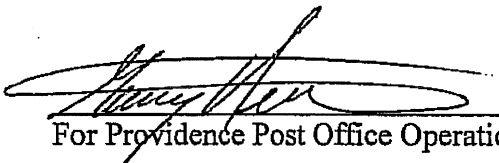
It has been and is the intent of these negotiations and subsequent agreements on the sections to separate **distribution and window operations.**

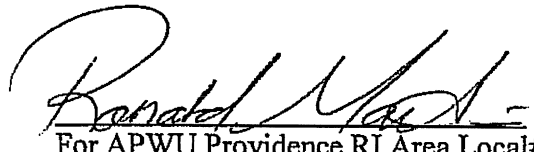
A main tenant to these agreements is to allow the alignment of the sections to comply with the needs of The Postal Service. It is also understood that there would be no contraction of the current number of vacation selection slots.

It is also understood that the intent of the language " primary day to day work assignment will determine where employee is assigned." If a distribution/window clerk works the 51% of work as a distribution clerk they will select their vacation/holiday/overtime from within the distribution section.

The year round vacation leave percentage will be 18 %. The 18% will be based on the total compliment of distribution clerks, total compliment of window clerks and total compliment of CFS clerks. The 18% with .2 or above rounded to next highest number.

As of the 1st PP in January The Mgr. of Customer service and the designated union representative will determine the total number of slots and the distribution of slots to the established sections.

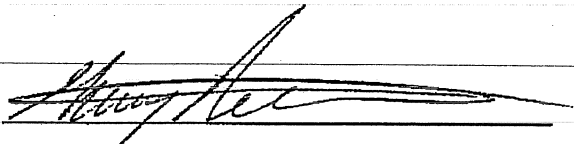

For Providence Post Office Operations


For APWU Providence RI Area Local#387

**CUSTOMER SERVICE SECTIONS
EFFECTIVE DATE
HOLIDAY AND OVERTIME PROCEDURES**

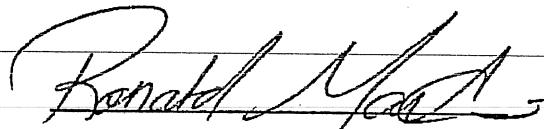
The effective date for the newly created sections for customer service will be September 1, 2008.

The holiday and overtime procedures will be done in accordance with the Local Memorandum of Understanding (LMOU), and The Collective Bargaining Agreement. There will be one separate list per section for overtime and holiday scheduling for distribution clerks. There will be one separate list per section for overtime and holiday scheduling for window clerks. In accordance with the letter of intent where the clerk is assigned to select vacation from will determine overtime and holiday scheduling.



For Providence Post Office Operations

Gary Nierinckx Mgr. Customer Service



For APWU Providence RI

Area Local #387

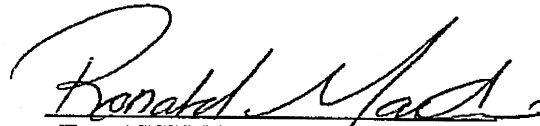
Ron Mathieu President

Addendum Item 14 Section 12 B. Sections Providence Post Office Operations

It is understood by the parties that the changes made to the sections will have no bearing on the application of items 4, 5,6,7,8,10,11,and 12 of the Local Memorandum of Understanding (LMOU). The attached letter of intent will replace item 9 for Providence Post Office Operations. The language change to the sections concerning vacation slots, duty assignments and principal assignment area is the nexus to the item 4 changes. Upon completion of this agreement old references to changes made will be deleted from this LMOU and changes made in toto added to item 14 section 12 B.

It is further understood that as a result of this agreement Incidental Leave (outside of item 12 section 7) to be guaranteed up to these slots daily leave request must be submitted forty eight hours (48) prior to requested date. If not submitted timely it will be at the discretion of the unit manager.


For Providence Post Office Operations


For APWU Providence RI Area
Local#387

029 PROVIDENCE RI CUSTOMER SERVICE SECTIONS

ITEM 14 SECTION 12 B.

**WINDOW AND DISTRIBUTION TO BE SEPARATE SECTIONS WITHIN A
DEFINED SECTION. PRIMARY DAY TO DAY WORK ASSIGNMENT WILL
DETERMINE WHERE EMPLOYEE IS ASSIGNED.**

02903	02903 ANNEX AND WEYBOSETT HILL SECTION 1 DISTRIBUTION SECTION 2 WINDOW
02904/02906/02911	55 CORLISS PARK DISTRIBUTION
02904	SECTION 1 MAIN OFFICE WINDOW UNIT (ONE TOUR) SECTION 2 FLEXIBLE POOL AND RELIEF
02905/02907/02910	ELMWOOD STATION SECTION 1 DISTRIBUTION SECTION 2 WINDOWS 02905 WASHINGTON PARK FINANCE 02907 ELMWOOD STATION 02910 CRANSTON FINANCE

029 PROVIDENCE POST OFFICE OPERATIONS SECTIONS CONTINUED

02908/02918 NORTH STATION

02906/02912 SECTION 1 02908 (only) DISTRIBUTION
SECTION 2 WINDOW
02908 NORTH STATION FINANCE
02918 FRIAR STATION PROVIDENCE COLLEGE
02906 EAST SIDE FINANCE
02912 BROWN UNIVIRESITY POST OFFICE
SECTION 3 CFS

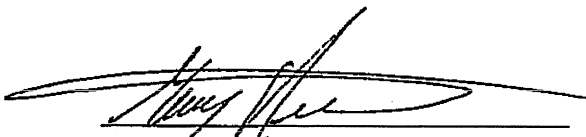
02909 02909 OLNEYVILLE POST OFFICE
ONE SECTION

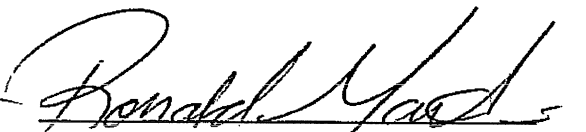
02917/02911 02917 ESMOND POST OFFICE
SECTION 1 02917 ESMOND STATION
SECTION2 02911 CENTERDALE FINANCE

02914/02915/02916 EAST BAY DELIVERY UNIT
SECTION 1 DISTRIBUTION
SECTION 2 WINDOW
02914 EAST PROVIDENCE FINANCE UNIT
02915 RIVERSIDE FINANCE UNIT
02916 RUMFORD FINANCE UNIT

02919/02921 JOHNSTON POST OFFICE
SECTION1 DISTRIBUTION
02919/02921
SECTION 2 WINDOW

02920 GARDEN CITY POST OFFICE
SECTION 1 DISTRIBUTION
SECTION 2 WINDOW


For Providence Post Office Operations


For APWU Providence RI Area Local #387


MEMORANDUM OF UNDERSTANDINGS TO BE ESTABLISHED IN
ACCORDANCE WITH REALIGNMENT OF CUSTOMER SERVICE
SECTIONS

1. The creation of new sections within Customer Service will not have any effect on the integrity of a duty assignment. The duty assignments bid upon with a principal assignment area will not change as a result of these new sections.

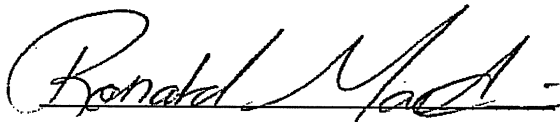
QUESTION: I hold a bid with the principal assignment area of Riverside Finance Unit within the East Bay Delivery Unit Section. Can I be used in other finance units within the section or at the delivery unit?

Answer: No. It may only occur due to emergency, unusual, other non-recurring events.

2. The sections created by this agreement allow clerks with necessary skills to volunteer for overtime and holiday assignments. These assignments will be within the designated sections defined in this agreement. This is done within the confines of The LMOU and Articles 8 and 11 of the National Agreement.



For Providence Post Office Operations



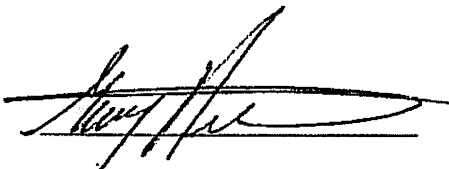
For APWU Providence RI Area Local #387

MEMORANDUM OF UNDERSTANDINGS TO BE ESTABLISHED IN
ACCORDANCE WITH REALIGNMENT OF CUSTOMER SERVICE
SECTIONS

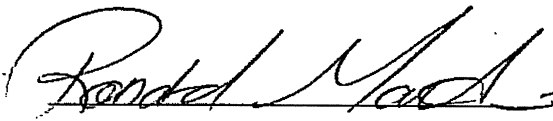
1. The creation of new sections within Customer Service will not have any effect on the integrity of a duty assignment within the newly created section of Flexible Pool and Reliefs (FXPR).

The assignment of the FXPR's will not have a Begin Tour later than 1200.

The language of the bid jobs for the FXPR's has always been tour 2 will not change.



For Providence Post Operations



For APWU Providence RI Area Local #387

All items in this local agreement, unless otherwise noted, will become effective July 15, 2007.

In witness thereof and entered into this 30th day of May 2007:

UNITED STATES POSTAL SERVICE

AMERICAN POSTAL WORKERS UNION



Richard J. Collins
Manager, Distribution Operations
24 Corliss Street
Providence, Rhode Island 02904-9701



Ronald R. Mathieu
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