

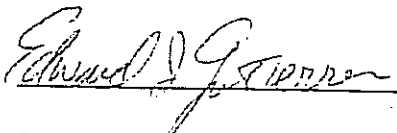
AMERICAN POSTAL WORKERS UNION AFL-CIO
PROVIDENCE R.I. AREA LOCAL
1192 PLAINFIELD ST. JOHNSTON R.I. 02919
MARK A. STREETER VICE PRESIDENT

We met on 3/20/97 and agreed to the following addendum to The Pawtucket Post Office
Local Memorandum of Understanding 1994-1998:

In accordance with Item 4 E It has been agreed that effective this date; request for leave
that requires a 48 hour or 16 working hours response by management. If the employee
does not receive management's response within this time frame the employee or his
steward is to take the employee's copy (3971) to Manager Ed Guittires or his designee in
his absence and the leave will be approved. These leave request must be in compliance
with Item 4F 3971's in triplicate handed personally to his/her immediate supervisor.

It was further agreed that Item 9 section 10 of the LMOU will be changed to 20% of tour
1 employees off per week. When computing the percentages, fractions of point two (.02)
and over will be carried to the next whole number.

Please sign below with your concurrence.



For The Service



For the Union

Date 3/29/97

Date

LOCAL IMPLEMENTATION

OF THE

1994 NATIONAL AGREEMENT

BETWEEN

APWU OF THE PROVIDENCE, R.I. AREA LOCAL

PAWTUCKET BRANCH

AND

UNITED STATES POSTAL SERVICE

PAWTUCKET, R.I. 02860

ARTICLE XXX

LOCAL IMPLEMENTATION -- NATIONAL AGREEMENT

This agreement (referred to as the Local Implementation -- Article XXX, National Agreement 1994), entered into at Pawtucket, RI 02860, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, together with the Articles of the Local Memoranda of Understanding presently in effect and not in conflict with the National Agreement and the 1994 National Agreement constitute the entire agreement on matters relating to local conditions of employment.

WASH-UP TIME

Item 1.

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

WORK WEEK

Item 2.

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

CURTAILMENT OF POSTAL OPERATIONS

Item 3.

- A. The Postmaster or his/her designee shall consider curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions. The Postmaster's decision will consider, although it is not limited to, the advise of:
1. The Mayor of Central Falls and/or Pawtucket as well as the Town Administrator of Lincoln and the Mayor of Cumberland.
 2. Public safety officials as to specific conditions in designated locations of the are involved.
 3. Recommendations of Civil Defense Authorities.
- B. The Postmaster will avail himself/herself of all public media in this attempt to notify affected employees in the above circumstances.

LEAVE PROGRAM

Item 4.

- A. Employees who sign up for a vacation period will be required to take leave for the entire period they have scheduled so long as they have annual leave available.
- B. When an employee cancels prime time vacation selections, the APWU will be notified by management and they will offer the returned selections to the senior employee in that section who did not have the opportunity to select during the returned periods. The original cancellation must take place thirty (30) days prior to the starting date of the selection. Employees absent for seven (7) calendar days or more shall be bypassed.

- C. Choice vacation selections will be completed prior to April First (1st) of the vacation year.
- D. Incidental leave for four (4) days or less during non-prime time normally may not be submitted no more than thirty (30) days in advance. However, each employee will be allowed a maximum of six (6) approved opportunities per calendar year when they submit a 3971 ninety (90) calendar days in advance for a whole day or fraction of a day. The supervisor in charge will advise of approval or denial within seventy-two (72) hours. The provision shall not apply to leave request that may impact holiday scheduling.
- E. Forms 3971 will be submitted no more than thirty (30) days in advance for annual leave of a fraction of a day or more which was not selected during the employee's vacation choices. The Manager, Distribution Operations or Supervisor-In-Change of the installation will advise the employee of approval or denial (reason) of his request within forty-eight (48) hours or sixteen (16) working hours. Request for leave submitted less than thirty (30) days in advance will be answered within forty-eight (48) hours or sixteen (16) working hours. Requests submitted for annual leave falling within the next forty-eight (48) hours or sixteen (16) working hours will be answered within twenty-four (24) hours. Management has an obligation to respond to an employee's request within the time frames stated above.
- F. All Annual Leave requests - PS Form 3971 must be completed in triplicate by the employee and personally handed to his/her immediate supervisor. The supervisor shall indicate on all three (3) copies of the PS Form 3971 the date, and time of request and the employee shall be given a copy at the time of the request.

CHOICE VACATION (PERIODS)

Item 5.

The choice vacation period will consist of the week containing Thanksgiving Day and the days enclosed between the Monday preceding Memorial Day and the third (3rd) Friday in September.

VACATION START DAY

Item 6.

The vacation week will begin on Monday.

Item 7.

- A. Employees, at their option may request two (2) selections during the choice period. They may be chosen in units of five (5) or ten (10) working days not to exceed to ten (10) or fifteen (15) days to which the employee is entitled.
- B. Employees who earn twenty (20) or twenty-six (26) days of annual leave have the option to select up to fifteen (15) days of continuous annual leave. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
- C. Employee's requests to use the balance of their annual leave may be granted at other times during the year.
- D. Excluding the choice vacation period and Saturdays, four (4) employees will be allowed off on a daily basis from the Main Office as follows:
 - Total of two (2) from all clerks in Section 1, 2 and 3.
 - One (1) from Section 4. One (1) from Section 9.
 - Two (2) from Sections 5, 6, 7 and 8. Not more than one (1) from any one Station or Branch.

- Two (2) clerks from all clerks assigned to Tour 1.

Consideration will be given, if no one has put in for leave in another section.

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

Item 8.

- A. Neither Jury Duty service by any employee nor attendance at National Conventions by Union Officials will be charged to the choice vacation period.
- B. Employees on military leave during the choice vacation period are eligible for another period provided that 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.

The following will be considered sections for choice vacation selections:

Section 1: One (1) employee off per week

Main Office Window Early Clerks *

*Clerks starting before and up to 8:00 A.M.

Section 2: One (1) employee off per week

Main Office Window Late Clerks**

**Clerks starting 8:01 A.M. or later.

Section 3: One (1) employee off per week.

Central Falls Clerks

One Pool & Relief Clerk with credit in C.F.

Part Time Flex. with Credit in C.F.

Section 4: Two (2) Employees off Per Week.

Main Office Tour 2 Distribution Clerks & all other
Clerks and backups as listed below:

Time & Attendance Clerk

Bulk Mail Tech.

Business Reply Clerk

CFS Clerk

NOTE: Regular and Backup Clerk can not be off the same weeks.

Section 5: One (1) Employee off per week.

Darlington Clerks including PTF assigned to the
Darlington Office.

Section 6: One (1) Employee off per week.

*Cumberland Early Clerks and PTF's assigned to the
Cumberland Office.

*Early Clerks are those starting before and up to 8:00 A.M.

Section 7: One (1) employee off per week.

Cumberland Late Clerks**

**Late Clerks are those scheduled after 8:00 A.M.

Section 8: One (1) employee off per week.

All Lincoln clerks and rovers assigned to Lincoln two (2) days
per week.

Section 9: One (1) employee off per week.

Office Workers and Backups

Section 10: Tour 1 - Four (4) employees off per week.

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

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

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

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

Item 10.

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

Item 11.

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

Item 12.

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

- B. All employees with annual leave balances in excess of four hundred and forty hours (440) as of October First (1st) of the calendar year will be required to schedule annual leave for that amount in excess of four hundred and forty (440) hours. Employees in this situation will be allowed ten (10) calendar days to schedule their excess leave. If by October Tenth (10th) of the calendar year the employee fails to make arrangements to take this excess leave, management will exercise its option to schedule the excess leave for that employee.

HOLIDAY SCHEDULE

Item 13.

It is understood that the holiday schedule will be in accordance with the Article 11 of the National Agreement, necessary skills and the following:

HOLIDAY SCHEDULE PECKING ORDER:

1. All casuals even if overtime is necessary.
2. All part-time flexibles even if overtime is necessary.
3. **Volunteers**, full and part-time fixed scheduled employees by seniority.
 - A. Employees regularly scheduled for that day.
 - B. Transitional Employees.
 - C. Employees non-scheduled for that day.
4. **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

OVERTIME

Item 14.

- A. When the need for overtime arises during the quarter, employees with the needed skills who have listed their names will be selected in order of their seniority on a rotating basis by section and tour within the Main Office and Stations/Branches. Management will make every effort to equalize overtime assignments on a quarterly basis within these units.
- B. In the event an employee is on leave during the entire period that the notice is posted, he/she may submit his/her name to the Manager, Distribution Operations within seven (7) working days after his/her return to duty.
- C. Whenever a part-time employee is converted to full-time, he/she may submit his/her name to the Manager, Distribution Operations within seven (7) working days after the effective date of the promotion.
- D. Whenever a full-time regular employee transfers to another office, he/she will have seven (7) working days after the effective date of the transfer to submit his/her name to the Supervisor-In-Charge to be placed on the overtime desired list.
- E. Outside of emergency conditions, management will give a one half (1/2) hour notice of overtime.
- F. Management will have an Overtime Desired List with the following options: NSD, Ten (10) or twelve (12) hours and pre-tour and after-tour. Management will provide the Union with a copy of said list.
- G. Management shall post, on a quarterly basis, in clear view to all employee's, all overtime hours worked.

LIGHT/LIMITED DUTY

Item 15.

A. Limited duty: assignments provided to any employee who has physical limitations, identified by a qualified/treating physician resulting from an on-the-job injury. Limited duty is provided when the physical limitations allow the employee to return to work performing less than his normal work requirements.

B. Light duty: assignments normally provided, whenever possible, to any employee who has physical limitations, identified by qualified/treating physician resulting from off the job injury/illness. Such assignments must be requested by employee in writing. Light duty is provided in accordance with Article 13 of The National Agreement.

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

Item 16.

Employees represented by The APWU shall be given priority in light duty assignments over other bargaining unit employees for assignments involving APWU craft work. The Union shall be furnished a list of light duty assignments upon request. The re-assignment of full-time regular or part-time employee to a temporary or permanent light duty or other assignment, shall not be made to the detriment of any full-time regular on a scheduled assignment, or give a re-assigned part-time employee preference over another part-time employee.

Item 17.

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

RE-ASSIGNMENTS

Item 18.

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

PARKING

Item 19.

Management will make a reasonable effort to provide a safe parking area.

LEAVE FOR UNION ACTIVITIES

Item 20.

Annual leave for Union officials to attend Union Activities is not to be considered part of the choice vacation period. When these duties occur during the time selected for choice vacation, employees will be eligible for another period provided this does not deprive any other employee of his first (1st) choice for scheduled vacation.

SUPPLEMENTAL AGREEMENTS

Item 21.

A. There shall be, if needed, at least one (1) labor-management meeting quarterly. Additional meetings can be requested by either the Union or Management and their request shall not be unreasonably denied.

- B. Correct bid notices will be posted for ten (10) days prior to closing, unless mutually agreed to a shorter period of time.
- C. The name of the successful bidder and his/her seniority date shall be posted within ten days (excluding December) after the closing date of the postal assignment (bid). If, for any reason, the successful bidder is not placed on the duty assignment (bid), the name and seniority date of the final successful bidder shall be posted and a copy sent to the Union.
- D. Copies of all postal craft assignments (bids) and the name and seniority date of all successful bidders shall be sent to the Union within ten (10) days after the posting.
- E. If the starting time of any craft duty assignment (bid) is changed by more than one (1) hour, the assignment shall be reposted for bid unless otherwise mutually agreed upon by the Union and Management. This shall also apply to cumulative changes in the starting time.
- F. 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.
- G. The Union shall be supplied an up-to date seniority list semi-annually.

MAINTENANCE

- A. Management shall have an overtime desired list for the purpose of snow removal. When management determines that snow must be removed, they shall call in those on the list on a rotating basis starting with the senior person. Management shall make every attempt to equalize the overtime.
- B. Seniority lists shall be posted quarterly, listing service seniority and seniority for preferred assignments.
- C. Vacation selection shall be by seniority. Two (2) employees per week will be allowed off during the choice vacation period.

SENIORITY, RE-ASSIGNMENT AND POSTING

Item 22.

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

IN WITNESS THEREOF:

UNITED STATES POSTAL SERVICE

Gary L. Washington
for
GARY L. WASHINGTON
POSTMASTER
PAWTUCKET, RI 02860-9998

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