

***Local Implementation  
of the  
1998 National Agreement  
between  
A.P.W.U. of the Providence  
R.I. Area Local  
Greenville Branch  
and  
United States Postal Service  
Greenville R.I. 02828***

*In accordance with Article 30 of the 1998 National Agreement the following shall serve as the Local Memorandum of Understanding between the:*

**AMERICAN POSTAL WORKERS UNION, AFL-CIO  
GREENVILLE, RHODE ISLAND  
and  
U.S. POSTAL SERVICE  
GREENVILLE R.I. 02828**

**WASH-UP TIME**

**Item 1.**

Management shall grant all A.P.W.U. employees five (5) minutes wash-up time prior to the lunch period and five (5) minutes wash-up time prior to the end of their tour of duty.

**WORK WEEK**

**Item 2. Section 1.** Regular work week of five (5) days with fixed consecutive days off wherever operationally possible.

**Item 2. Section 2.**

When new assignments are considered, the Union must be advised prior to the assignment of the non-scheduled day off of the new assignment.

**CURTAILMENT OF POSTAL OPERATIONS**

**Item 3. Section 1.**

The Postmaster or his designee shall curtail or terminate postal operations when he determines that the continued operations would be dangerous or seriously harmful to employees. When local authorities determine a state of emergency exists, the Postmaster or his designee shall consult with the local Union official to determine what, if any, curtailment will take place. The Postmaster or his designee shall consider the Union's recommendations.

Item 3. Section 2.

Management shall notify the A.P.W.U. Representative in regards to curtailment or termination of postal operations at the earliest possible time, and together, they shall determine the means of notifying the remaining employees who have not yet reported for duty.

## LEAVE PROGRAM

Item 4. Section 1.

Employees who sign up for a vacation period shall be required to take leave for the entire period he has scheduled so long as he has annual leave available. Any employee not having sufficient annual leave to cover his vacation selection shall automatically have his selection cancelled.

Item 4. Section 2.

When an employee cancels prime time vacation selections, management shall offer the returned selections to the remaining employees, starting with the senior employee, 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 vacation selection. Cancelled vacation time shall be posted for a period of seven (7) days.

Item 4. Section 3.

Forms 3971 shall 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 Postmaster or his designee shall advise the employee of approval or denial (reason) of his request within seventy-two (72) hours. Failure by the Postmaster or his designee to advise the employee of approval or denial of his request within the seventy-two (72) hours shall be construed as approval of said leave request.

Item 4. Section 4.

Request submitted for annual leave falling within the next seventy-two (72) hours shall be answered within twenty-four (24) hours. Failure by the Postmaster or his designee to advise the employee of approval or denial of his request within the twenty-four (24) hours shall be construed as approval of said leave slip.

Item 4. Section 5.

Request for annual leave on the same day must be submitted on a Form 3971 at least one (1) hour in advance, when possible, and the Postmaster or his designee shall notify the employee of approval or denial (reason) prior to the employee's requested time to leave. Failure by the Postmaster or his designee to notify the employee shall be construed as approval of said leave request. The Postmaster or his designee must be made verbally aware that the 3971 has been submitted by the employee.

**Item 4. Section 6.**

Normally, PS Form 3971 may be submitted no more than thirty (30) days in advance for leave of a day, or fraction of a day, which was not part of an employee's choice vacation period selection. However, each employee shall be afforded a maximum of four (4) opportunities per calendar year when they may submit a PS Form 3971 up to ninety (90) calendar days in advance for a whole day or consecutive days, not to exceed three (3) consecutive weeks. Request for leave ninety (90) days in advance shall apply to leave requested from the first full week in April to the Friday before the choice vacation period begins and from the day following the end of the choice vacation period through the last week of February the following year. The Postmaster or his designee shall advise the employee of approval or denial (reason) of his / her request within seventy-two (72) hours. The Postmaster or his designee shall provide the Union with a copy of all leave request of more than thirty (30) days in advance and up to ninety (90) days in advance. Failure by the Postmaster or his designee to advise the employee of approval or denial within seventy-two (72) hours shall be construed as approval of said leave request.

**CHOICE VACATION PERIOD****Item 5.**

The choice vacation period shall be fifteen (15) consecutive weeks starting on the Monday preceding Memorial Day.

**BEGINNING DAY OF VACATION PERIOD****Item 6.**

The employee shall start his vacation period at 12:01 A.M. on a Monday.

**Item 7.**

Employees, at their option, may request two (2) selections during the choice vacation 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 pursuant to Article 10 of the National Agreement.

**Item 8.**

Jury Duty and attendance at National Conventions for Union Officials shall not be charged to the choice vacation periods. When an employee is excused from Jury Duty, the employee is required to report for the balance of their postal Tour of duty, provided: (1) an appreciable time of the Tour is involved and (2) it is feasible to report for work and complete the Tour. Employees excused from Jury Duty for an entire day or days are not entitled to compensation for such days unless they actually perform service as postal employees as provided for in the ELM.

Item 9.

If there are one (1) to five (5) employees, one (1) person shall be allowed off. If the complement of employees increases to six (6) to eleven (11) during the course of this agreement, then the Union and management shall negotiate the possibility of two (2) employees off.

Item 10.

Official notice of scheduled vacations shall be posted , and a copy of the notice shall be given to the Union representative.

Item 11.

The Employer shall, no later than the first (1st) day of the second week in February publicize on the bulletin board, the beginning date of the new leave year which shall begin with the first (1st) full week in April and continue on until the last full week in February the next calendar year.

Item 12. Section 1.

Employees shall 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. In accordance Article 11 of the National Agreement, if for any reason an employee's vacation selection is cancelled, they shall be subject to all the provisions provided for in the above. The vacation schedule shall be passed around by seniority starting on the first day of the second week in February. Each employee shall have a period of one week to make his or her selections. At the end of said week, the employee next in seniority, shall begin his or her selections.

Item 12. Section 2.

All employees with an annual leave balance in excess of four hundred forty (440) hours as of September Fifteenth (15th) of the calendar year shall be required to schedule annual leave for that amount in excess of four hundred forty (440) hours. Employees in this situation shall be allowed ten (10) calendar days to schedule their excess annual leave. If by September Twenty-Fifth (25th) of the calendar year the employee fails to make arrangements to take this excess annual leave, management shall exercise its option to schedule the excess leave for that employee.

Item 12. Section 3.

The non-choice periods shall be from the beginning of the leave year to the beginning of the choice vacation period and from the day following the end of the choice vacation period through the last day in February the next calendar year.

Item 12. Section 4.

No less than twenty (20) % of the employees shall be allowed annual leave each week during the non-choice periods.

Item 12. Section 5.

Should the agreed to vacation percentages be reached during any week, choice or non-choice, that fact alone shall not render additional annual leave requests invalid. Additional requests shall be considered on an individual basis and granted consistent with the local agreement and service needs.

Item 12. Section 6.

Incidental leave: Management shall grant leave on a day to day basis during prime and non-prime time. Leave requests shall be submitted no more than thirty (30) days in advance but no less than the employees regularly scheduled 24 working hours of requested leave date, and such leave shall not bring the total employees off beyond the agreed upon percentages in Item 9 and Item 12, Section 4. Incidental leave granted shall not block off the week for the purpose of a full week vacation selection.

\*This provision shall not apply to leave requests that would potentially impact holiday scheduling. Leave requests shall not be submitted, under this provision, for dates that are determined to be a holiday or days designated as holidays.

Item 12. Section 7.

Additional requests for incidental leave shall be considered on an individual basis and consistent with service needs.

Item 12. Section 8.

Advance annual leave requests, other than same day requests, may be submitted on either a scheduled or non-scheduled day. The "time of call or requests" block must be completed. All PS Forms 3971 must be personally submitted to the supervisor in charge.

## HOLIDAY SCHEDULE

Item 13. Section 1.

Holiday scheduling shall be in accordance with the National Agreement.

Item 13. Section 2.

The following shall be the procedure for selecting, in the order listed, the employees to work on a holiday.

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, whose regular schedule includes that day (100%) premium, 8-hour guarantee for F.T.R.
4. All transitional employees.
5. Volunteers, full and part-time fixed scheduled employees by seniority, whose regular schedule does not include that day (150%) premium, 8-hour guarantee for F.T.R.
6. Non-volunteers, full and part-time fixed scheduled employees by inverse seniority,
  - a. whose regular schedule does not include that day (150% premium, 8-hour

guarantee for F.T.R.)

b. whose regular schedule includes that day (100% premium, 8-hour guarantee for F.T.R.)

Item 13. Section 3.

Every effort shall be made not to force the same employee to work the same holiday 2 (two) years in a row.

## OVERTIME

Item 14. Section 1.

When during the quarter, the need for overtime arises, employees on the O.D.L. shall be selected in order of their seniority on a rotating basis. Those absent or on leave shall be passed over. Normally, employees on the Overtime Desired List who have scheduled annual leave immediately preceding and/or following non-scheduled days shall not be required to work overtime on their off days; however, if they so desire, employees on the O.D.L. may advise their supervisor in advance of their availability to work a non-scheduled day that is in conjunction with approved annual leave. Each quarter the Union shall be provided a copy of the Overtime Desired List.

Item 14. Section 2.

In the event an employee is on leave during the sign up period the O.D.L. is posted, he may submit his name to his supervisor within seven (7) working days after his return to work, and shall be eligible for O.T. from that period on.

Item 14. Section 3.

Whenever a part-time employee is converted to full-time, he may submit his name to the supervisor within seven (7) working days after the effective date of the promotion, and shall be eligible for O.T. from that period on.

Item 14. Section 4.

Management shall supply an Overtime Desired List with the following selections: Up to ten (10) hours, twelve (12) hours.

Item 14. Section 5.

Employees working three (3) consecutive hours or more of overtime shall receive a reasonable break within the first (1st) two hours of their overtime assignment.

Item 14, Section 6.

Overtime shall be announced one (1) hour in advance whenever possible. If no announcement is made, or if the employee is not notified, the employee shall not be required to stay.

Item 15, Section 1.

Basically, the definition of light duty is that duty normally provided, when possible, to any employee who has physical limitations, identified by a qualified / treating physician, as the result of limitations arising from *off-the-job* injuries / illness and must be requested, in writing, by the employee.

Item 15, Section 2.

Light duty is provided in accordance with Article XIII of the National Agreement.

Item 15, Section 3.

The Employer may limit the number of temporary light duty assignments consistent with the availability of light duty work, after consultation with the Union.

Item 15, Section 4.

The names and assignment duties of all employees on light duty shall be supplied to the Union.

Item 15, Section 5.

All light duty employees shall retain their pre-injury bid schedule. 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 13.3.C of the National Agreement.

Item 15, Section 6.

All light duty employees shall be assigned duties within their own craft prior to assignments in any other craft.

Item 15, Section 7.

Fitness for duty exams shall be in accordance with the Employee and Labor Relations Manual, and the National Agreement.

Item 16.

Employees represented by the A.P.W.U. shall be given priority in light duty assignments over other bargaining unit employees for assignments involving A.P.W.U. craft work. The union shall be furnished a list of light duty assignments upon request. The reassignment 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 employee preference over other part-time employees.



Item 17.

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

Item 18.

Non-Applicable.

Item 19.

Available parking spaces shall be provided for employees, on a first come, first serve basis, excluding designated management spaces.

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 shall be eligible for another period provided this does not deprive any other employee of his first (1st) choice for scheduled vacation.

Item 21. Section 1.

There shall be at least one (1) 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.

Item 21. Section 2.

All employees working a minimum of four (4) consecutive hours shall receive a ten (10) minute break within that four (4) hour period. Any employee working eight (8) hours during a service day shall receive two (2) ten minute breaks within that eight (8) hour period.

Item 22. Section 1.

When re-identifying duties within a duty assignment the assignment shall not be reposted. The only two (2) instances in which a duty assignment shall be reposted is when the starting time is changed by more than one (1) hour within a one (1) year period or when the off day of the duty assignment is changed.

Item 22. Section 2.

When a successful bidder is identified, they shall be placed into their new duty assignment within a ten (10) day period.

Signed on this day : \_\_\_\_\_

American Postal Workers Union : \_\_\_\_\_

William DeConti; Local President

\_\_\_\_\_  
Stephen Ethier; Steward, Greenville R.I.

United States Postal Service : \_\_\_\_\_

Michele Della Porta; O.I.C., Greenville R.I.