

**LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**PROVIDENCE RHODE ISLAND AREA LOCAL 387  
WAKEFIELD BRANCH**

**AND**

**THE USPS**

**2006 - 2010**

# Memorandum of Understanding (MOU)

## Item 1. Wash-Up

A reasonable amount of time shall be allowed for wash up periods based upon work performed.

## Item 2. Basic Work Week

The workweek shall be fixed days off.

## Item 3. Emergency Curtailment

In an emergency, the decision for curtailment or termination of postal operations to conform to the orders of local authority or as local conditions warrant because of emergency conditions shall be made by the installation head. Due consideration will be given to employees in areas that may be affected by emergency conditions not experienced locally. The appropriate Union official will be kept aware of the situation. Such a decision to curtail or terminate postal operations will be binding on all stations and branches. The local President or designee will be notified of management's decision.

## Item 4. Leave Program

**Section #1:** The Union President or designee will handle the administration of the leave chart and will be provided the time deemed necessary. Nothing in this item shall deny any employee their rights under Article 10, Section 3.D.3. of the National Agreement.

**Section #2:** The Postmaster or designee will meet with the APWU President or designee no later than November 30 to establish the leave year and choice vacation period. The method of selecting an individual's choice of allotted time during the choice vacation period will be as follows: Leave bids are accepted in order of seniority beginning the 3<sup>rd</sup> Tuesday of January at the Local Annual Leave Meeting. Bids may be submitted in person or by proxy. Initial vacation selections are then accepted on a first come first served basis (with seniority breaking ties) until the first Monday in February. The leave list will be returned to the Postmaster or designee by the 3<sup>rd</sup> Thursday in January.

**Section #9:** To be considered as a reserve for a previously closed choice vacation week, a prime time selection must be used.

**Section #10:** Any annual leave weeks, pre-approved prior to the January Leave Meeting, must be used as the individual's first round selections.

**Section #11:** All 3971's must be given to a supervisor or left in the designated receptacle at least 3 days in advance of the leave request. The 3971 must be handed to a supervisor or you must speak to a supervisor directly for all leave needed in less than 3 days.

**Section #12:** Properly submitted form 3971's will be used for all requests for leave. All requests for leave, when properly submitted to a supervisor, must be granted or refused within three working days from receipt of duplicate form 3971, with the exception of the canceled leave waiting period. If the time subsequently becomes available, Item 4 section 7 applies.

### **Item 5. Choice Vacation Periods**

The leave year choice vacation period will consist of 24 weeks. Weeks will be determined by the Union and posted by the end of the proceeding November. For each person the complement rises above 22, a week of choice vacation will be added.

### **Item 6. Vacation Start Day**

All vacation weeks will start on a Monday and end on a Sunday night.

## **Item 11. Leave Year Notice**

Leave year notices will be posted on all clerk bulletin boards no later than November 30<sup>th</sup> prior to the leave year.

## **Item 12. Non-Choice Vacation**

**Section #1:** During non-choice vacation time, the percentage of employees off will be 10 percent with a fraction of .5 or more rounded up to the next higher number.

**Section #2:** Selections during the non-choice period shall be made by the same method used for selection during the choice vacation period.

## **Item 13. Holiday Scheduling**

The following order will be used for holiday scheduling:

1. All full time and part time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday, by seniority in rotation.
2. All casuals and part time flexible employees who possess the necessary skills and have volunteered to work on the holiday, by seniority in rotation.
3. Transitional Employees (TE's) who possess the necessary skills and have volunteered to work on the holiday.
4. Full time and part time regular employees whose scheduled non-work day falls on the holiday, possess the necessary skills and have volunteered to work, by seniority in rotation.
5. Casuals by juniority in rotation
6. TE'S by juniority in rotation

7. PTF'S, who did not volunteer, by juniority in rotation

8. Full time and part time regular non-volunteer employees whose scheduled non-work day falls on the holiday or designated holiday and who possess the necessary skills, by juniority in rotation.

9. Full time and part time regular employees who have not volunteered to work their holiday, by juniority in rotation.

#### Item 14. Overtime Desired List

Section #1: Those employees who wish to be considered for overtime, must sign the Overtime Desired List prior to the beginning of each quarter.

Section #2: The entire installation under the Wakefield Postmaster's responsibility shall be considered a section for the Overtime Desired List.

Section #3: Any change in an individual's pay status or job assignment during the quarter will allow the employee to elect to have their name added to the Overtime Desired List within five calendar days of said change in pay status.

Section #4: Any employee who is on Sick Leave or Annual Leave for the majority of the time the Overtime Desired List was posted can sign the list within 3 days of returning to work, including individuals covered or eligible in Section #3.

#### Items 15, 16, & 17. Light Duty Assignments

When an employee requests light duty, the USPS must make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation tolerances. The following considerations must be made in effecting such light duty assignments.

1. No regular assignment shall be reserved for assignment of injured or ill employees.

2. The reassignment of a FTR or a PTF employee to a temporary or permanent light duty assignment in any craft represented by the APWU shall not be made to the detriment of any FTR clerk in a scheduled assignment or give a reassigned PTF preference over other PTF's in the clerk craft.

3. To the extent that there is adequate work available within the employee's work limitation tolerances; within the employee's craft; in the work facility to which employee is regularly assigned; and during the hours when the employee regularly works; that work shall constitute the light duty to which the employee is assigned.

4. If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned, within the employee's regular hours of duty, other work may be assigned within the facility.

5. If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty. However, all reasonable efforts shall be made to assign the employee to light duty within the employee's craft.

6. The employer shall make the union aware of any need or request for a light duty assignment as soon as the employer is aware of the need or request. Light duty requests affecting the APWU craft will be discussed with the union president prior to an assignment. When the local president is not available for a period of time, the following order will be followed: vice president, steward, secretary, treasurer.

#### **Item 18. Sections for Reassignment**

The entire installation under the Wakefield Postmaster's Responsibility shall be considered a section for the purpose of reassignment.

#### **Item 19. Parking Spaces**

Parking spaces in excess of USPS needs will be available on a first come first serve basis.

Section #4: If more than 50% of the job changes, it will be re-posted.

Section #5: No job can be abolished and then, during the life of this Local Agreement, be subsequently reposted with the same duties, schemes, etc, without changing N/S day or start time by more than 2 hours.

This Memorandum of Understanding is entered into on MAY 31st, 2007 at Wakefield RI 02879-9998, between the representatives of the USPS and the APWU, Local 2039 pursuant to the local implementation provisions of the 2006-2010 National Agreement.

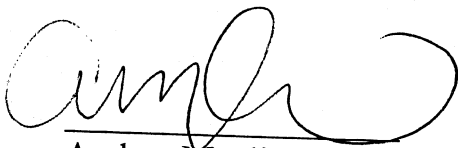
W.P. Harrington  
United States Postal Service

D. Logan  
APWU Local 2039

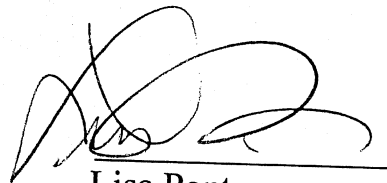
# MEMORANDUM OF UNDERSTANDING

The parties agree to the following interpretation of the number of hours employees are required to submit for annual leave requests in accordance with our Local Memorandum of Understanding.

1. Any employee requesting a full week of annual leave is required to use forty hours, except NTFT's in accordance to the national contract.
2. Any employee requesting less than a full week is required to use a minimum of eight (8) hours for each day of request, except for NTFT.
3. Any employee requesting a day or days of less than eight (8) hours, (may be less or more for NTFT), may submit such request no sooner than 30 days prior to the date requested. For clarification the 30<sup>th</sup> day must be inclusive of the date requested. At the present time the only non-work day is Sunday.



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Date: January 16, 2014