1998-2000 Local Memorandum of Understanding

Between

U.S. Postal Service Athens, TN 37303

AND

American Postal Workers Union Chattanooga Area Local

Item 1 Additional or Longer Wash-up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Item 2 Fixed or Rotating Days Off

Full-time regular work weeks shall be five (5) days with fixed off-days.

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

Curtailment or termination of postal operations shall be determined based upon the gravity of the situation and local conditions. The safety and welfare of employees shall be of primary concern. If the Postmaster or designee decides to curtail or terminate any postal operations, the President of APWU will be notified as soon as possible and the public media will be contacted in an effort to inform employees.

Items 4-12, and 20 Formulation of a Local Leave Program

- A. The duration of the choice time vacation period shall be a one (1) year period from January 1st through December 31st.
- B. Choice time vacation selections will begin on December 1st and continue until completion of a first, second, and third round choice on a leave calendar. The number of choice time vacation days scheduled by each employee will be based on the employees leave category (4, 6, or 8 hours a pay period) and in accordance with the limitations of the National Agreement. Each employee will have 72 hours to make their selection or be passed over. The leave calendar will serve as the official notice.
- C. Choice vacation periods shall begin on Monday.
- D. One (1) employee or fourteen (14) percent of APWU employees shall be granted choice time leave. Jury duty and attendance to National and State Conventions shall not be charged to the choice vacation period.

- E. One (1) employee or fourteen (14) percent of employees shall be granted incidental leave. All incidental leave requests will be submitted to management on form PS 3971 in duplicate and a copy will be returned approved/disapproved within 24 hours. Failure to return the 3971 within the 24 hour limit will be considered automatic approval.
- F. Annual leave to attend Union activities requested prior to determination of the choice vacation schedule will not count as a choice vacation selection.
- G. The total number of approved requests (choice & incidental) on file from any one person shall not exceed four (4) at any given time.

Item 13

The Method of Selecting Employees to Work on a Holiday

- 1. Full-time volunteers by seniority.
- 2. Part-time flexible clerks.
- 3. Full-time non-volunteers by inverse seniority.

Item 14

Whether Overtime Desired Lists Shall be by Section or Tour

Overtime Desired Lists shall be posted in accordance with the National Agreement. A section for overtime will be facility wide on a rotating basis. Every effort will be made to provide a minimum of two (2) hours notice to any employee needed for overtime work. Without this notice, the overtime shall be on a voluntary basis.

Item 15-17 Light Duty

The employee needing light duty will submit documentation to management consistent with USPS/APWU Joint Contract Application Questions and Answers beginning on page 59. Every effort shall be made to reassign the concerned employee to light duty work consistent with Article 13 of the National Agreement.

Item 18

The Identification of Assignments Comprising a Section; When it is Proposed to Reassign within an Installation; Employees Excess to the Needs of a Section

All clerks will be considered a section when it is proposed to reassign within an installation employees excess to the needs of a section.

Item 19 The Assignment of Parking Spaces

A parking space will be provided to each APWU craft employee.

Item 21 Other items Subject to Local Negotiations in the Craft Provisions

Item 22 Seniority, Reassignments, and Posting

Employees shall receive two (2) breaks of fifteen (15) minutes each on the clock. Employees working overtime shall receive another fifteen (15) minute break on the clock.

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on March 5, 1999 between the representatives of the UNITED STATES POSTAL SERVICE, and the designated agent of the AMERICAN POSTAL WORKERS UNION, AFL-CIO, pursuant to the Local Implementation Provisions of the 1998-2000 National Agreement.

Jim Goforth

Postmaster

Athens, TN 37303

Jerry McIlvain

President

Chattanooga Area Local APWU

EXTENSION OF THE CURRENT LOCAL MEMORANDUM OF UNDERSTANDING

It is mutually agreed that the present Local Agreement is to be extended in full force and effect through November 20, 2003.

Jim Goforth, Postmaster Athens, TN 37303

Date

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119/02

Jerry McIlvain, President Chattanooga Area Local APWU

Date