

2000-2003
Local Memorandum of Understanding

Between

U.S. Postal Service
Cleveland, TN 37311

AND

American Postal Workers Union
Chattanooga Area Local

Item 1

Additional or Longer Wash-up Time

Reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

Item 2

Fixed or Rotating Days Off

The parties agree that rotating off days will be given for those positions with primary distribution duties. All other positions will have 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

When a decision is made by the local installation head or his designee to curtail or terminate Postal Operations, the installation head or his designee will discuss this decision with representatives of the craft.

Item 4

Formulation of a Local Leave Program

Choice vacation shall be by seniority. Application will be on PS 3971 (in triplicate) and submitted personally to the immediate supervisor. Groups of five (5) senior employees shall have 48 hours to claim choice vacation leave. A senior employee who fails to make a selection within the 48-hour period is then assigned to the next lower group of five (5) employees. All choice leave submitted prior to January 21st shall be approved or disapproved not later than February 1st. Employees will be notified via signed 3971. The number of employees on choice leave will be posted on the leave calendar.

Relinquishing leave. Except in emergencies, employees are expected to use choice vacation selected during the application period. However, employees may turn back all, or a portion of the choice vacation period {in increments of five (5) days} if done not later than ten days prior to the beginning of such leave. Notification of turned back leave is to be made in writing to the supervisor. Vacated leave will be posted for preference by seniority within two (2) days and remain posted for three (3) days. The vacated leave will be awarded by seniority on the fourth (4th) day of posting.

Item 5

Duration of the Choice Vacation Period

The choice vacation period will be February 1st through the following January 31st.

Item 6

Determination of the Beginning Day of the Employees Prime Vacation Period

The beginning day shall be Monday.

Item 7

Whether Employees at Their Option May Request Two Selection During the Choice Vacation Period, in Units of 5 or 10 Days

Employee's choice vacation period will be selected in accordance with one (1) of the options below:

1. Employees earning 20 or 26 days annual leave:
 - Option a. A single selection of up to 15 working days (three consecutive weeks).
 - Option b. Two selections: one of five working days (one week), and one of ten working days (two consecutive weeks).
 - Option c. Two selections of five working days (one week).
 - Option d. One selection: one of five working days (one week).

2. Employees earning 13 days annual leave:
 - Option a. A single selection of up to ten working days (two consecutive weeks).
 - Option b. Two selections of five days (one week) each.
 - Option c. One selection: one of five working days (one week).

Item 8

Whether Jury Duty or Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period

Attendance at National or State conventions and jury duty shall not be charged to the choice vacation period.

Item 9

Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period

The maximum number of employees who shall be granted leave during the choice period will be fifteen (15) percent.

Item 10

The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved For Each Employee

Each employee shall receive notice by signed PS 3971 of approved choice vacation schedule.

Item 11

Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year

Management will post on the official bulletin board the beginning date of the new leave year prior to November 1st.

Item 12

The Procedures for Submission of Application for Annual Leave During Other Than Choice Vacation Period

Up to 15 % of the clerks will be granted incidental leave for any unused percentage during the choice period. Incidental leave requests must be submitted to the Supervisor in triplicate. Requests for incidental leave must be approved within 48 hours or will be considered automatically approved.

No employee will have more than two (2) approved incidental leave requests on file at any given time.

Item 13

The Method of Selecting Employees to Work on a Holiday

It is agreed that holidays will be worked by senior volunteers having the necessary qualifications. In the absence of sufficient senior volunteers, employees having the necessary qualifications will be selected by inverse seniority.

Item 14

Whether Overtime Desired Lists Shall be by Section or Tour

Overtime desired list will be by craft. Separate columns will be included for employees to state a preference for overtime before tour, after tour, and on non-scheduled days. Schedule overtime for each category of preference as follows:

- (1) Overtime before Tour
 - A. Schedule "before tour" OTDL by rotation.
 - B. If "before tour" OTDL does not provide adequate employees, call-in or schedule remainder of OTDL employees by rotation.
- (2) Overtime after Tour
 - A. Schedule "after tour" OTDL by rotation.
 - B. If "after tour" OTDL does not provide adequate employees, call-in or schedule remainder of OTDL employees by rotation.
- (3) Overtime on the Non-Scheduled Day
 - A. Schedule "non-scheduled days" OTDL by rotation.
 - B. If "non-scheduled days" OTDL does not provide adequate employees, call-in or schedule remainder of OTDL by rotation.

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

Management will make every effort to have available parking spaces for all employees.

Item 20

Convention Leave Notification

Clerks desiring annual leave to attend conventions of their employee organizations shall notify management as early as possible of the desired dates.

This leave will take precedence over other leave if the request is submitted prior to February 1st, and will not be charged to the clerk's allowance during choice vacation period.

Item 21

Other items Subject to Local Negotiations in the Craft Provisions

A change of 50% in the principle assignment area or scheme knowledge requirements will be sufficient to cause the duty assignment to be reposted.

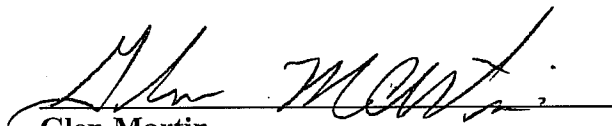
Item 22

Seniority, Reassignments, and Posting

- A. Job assignment shall be made by senior qualified. APWU will be furnished a current seniority roster at least quarterly.**
- B. A representative of the APWU will be present when bids are opened.**
- C. Employees shall receive two (2) ten (10) minute breaks on the clock during an eight hour tour of duty. When at least one (1) hour of overtime is worked, employees shall receive another 10-minute break on the clock. The past practice of allowing beverages and snacks on the workroom floor shall be continued.**

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on April 25, 2002 at Cleveland, Tennessee 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 2000-2003 National Agreement.

A handwritten signature in cursive script, appearing to read "Glen Martin", written over a horizontal line.

Glen Martin
Postmaster
Cleveland, Tennessee

A handwritten signature in cursive script, appearing to read "Jerry McIlvain", written over a horizontal line.

Jerry McIlvain
President
Chattanooga Area Local