

**2000-2003  
Local Memorandum of Understanding**

**Between**

**U.S. Postal Service  
Hixson, Tennessee 37343**

**AND**

**American Postal Workers Union  
Chattanooga Area Local**

# INDEX

<b>Item 1</b>	<b>Wash Up Time</b>	<b>Page 3</b>
<b>Item 2</b>	<b>Regular Work Week</b>	<b>Page 3</b>
<b>Item 3</b>	<b>Curtailment of Postal Operations</b>	<b>Page 3</b>
<b>Item 4-12, &amp; 20</b>	<b>Leave</b>	<b>Page 3-5</b>
<b>Item 13</b>	<b>Holidays</b>	<b>Page 5</b>
<b>Item 14</b>	<b>Overtime</b>	<b>Page 5-6</b>
<b>Item 15</b>	<b>Light Duty</b>	<b>Page 7</b>
	<b>Labor/Management Meetings</b>	<b>Page 7</b>
	<b>Health and Safety</b>	<b>Page 7</b>
<b>Item 17</b>	<b>Breaks</b>	<b>Page 8</b>

## Item 1

### Additional or Longer Wash-up Time

Those employees who perform dirty work or work with toxic materials shall be granted reasonable wash-up time not to exceed five (5) minutes prior to their lunch break and end of tour.

## Item 2

### Fixed or Rotating Days Off

Regular work assignments of five (5) days will be established with fixed days off.

## 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 APWU representative will be notified as soon as possible.

## Items 4-12, and 20

### Formulation of a Local Leave Program

#### Choice Time Leave

- A. The duration of the choice time vacation period shall be a one (1) year period from March 1<sup>st</sup> through the last day of the following February excluding December 1<sup>st</sup> through December 24<sup>th</sup>.
- B. Applications for choice time leave will be submitted in the month of January and be posted no later than March 1<sup>st</sup>.
- C. Vacation selection will be by seniority on a leave calendar. Each employee will have 48 hours to make their selection.
- D. The vacation period shall begin at 12:01 AM on Monday of the employee's basic workweek.
- E. Clerks' choice vacation period(s) will be selected in accordance with one (1) of the following options below: (Note: A week refers to one service week)

(1) Clerks earning 20 to 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 each.

*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).

**(3)** The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

- F.** Two (2) clerks or fourteen (14) percent, whichever is greater, shall be granted leave at one time during the choice vacation.
- G.** Employees desiring annual leave or leave without pay to attend conventions of their employee organizations as local delegates shall notify management as early as possible of the desired dates. This leave will take precedence over other leave, and will not be charged to the employee's allowance during choice time.
- H.** Absences to serve on jury duty or to perform military training will not be charged to the employee's choice time vacation.

## Incidental Leave

Procedures for submission of applications for annual leave for periods other than the choice period

- 1.** Requests for annual leave less than 5 days shall be approved or disapproved before the close of the business on the day the request is made, provided the PS Form 3971 is given to the supervisor on duty at least 4 hours before the end of the employee's scheduled work day. Requests for annual leave periods of 5 days or more submitted to the supervisor will be approved or disapproved no later than 24 hours.

2. Applications which are not specifically disapproved within the time frame in (1.) above shall be considered as approved.
3. The total number of approved leave requests (choice & incidental) on file from any one person shall not exceed four (4) at any given time.
4. The employee shall notify management by Wednesday of the preceding week when they plan to cancel approved leave or find they will have insufficient leave. The canceled leave will then be made available as incidental leave.
5. Incidental leave shall be granted on a first come, first serve basis.
6. One (1) employee or twelve (12) percent, whichever is greater of the work force, shall be granted incidental leave. Every effort shall be made to grant additional leave based upon workload and available manpower.

### **Item 13**

#### The Method of Selecting Employees to Work on a Holiday

Employees will be selected to work on a Holiday or a day designated as a Holiday in the following pecking order:

1. Full-time employees volunteering to work their holiday shall be asked by seniority.
2. Casual and part-time flexible employees.
3. Full-time regular employees volunteering to work their non-scheduled work day, by seniority.
4. Full-time regular employees on their holiday, by inverse seniority.

### **Item 14**

#### **OVERTIME**

It is mutually agreed between the APWU and the USPS, Hixson, TN that the overtime provisions of Article VIII, Clerk Craft, will be administered as follows:

1. An overtime desired list shall be posted on the bulletin board fourteen (14) days prior to the start of each calendar quarter. The list shall remain posted through the quarter.

2. A new overtime quarter shall begin on the first day of each calendar quarter.
3. A name shall be removed within 24 hours after a written request is presented to management by the employee.
4. Each employee on the overtime desired list shall indicate a willingness to work either 10 or 12 hours.
5. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names on the overtime-desired list, will be selected in order of their seniority on a rotating basis.
6. An employee may request to be excused from overtime work on a specific occasion such as anniversaries, birthdays, illnesses or deaths. Such request shall be submitted on Form PS 3971. Management may approve such request in advance. The employer shall attempt to accommodate such request consistent with the needs of the Postal Service and fairness to other employees.
7. Reasonable advance notice shall be given when any employee is required to work overtime. Such employee shall be given at least one (1) hour notice. Without this notice, the overtime shall be on a voluntary basis.
8. The clerk craft shall consist of one section.
9. No regular employee whose name does not appear on the overtime desired list shall be required to work overtime if qualified persons whose names are on the overtime desired list are available, even if penalty overtime is required.
10. Employees on the overtime desired list may volunteer for any overtime which does not exceed 12 hours in a day or 60 hours in a week.
11. **Any employee who failed to sign the Overtime Desired List at the beginning of the Calendar Quarter, will be granted a one-time opportunity to add their name to the Overtime Desired List at anytime during the Calendar Quarter.**

## **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.

### **Labor/Management Meetings**

A joint Labor/ Management Committee, composed of an equal number of representatives of each union and management shall meet quarterly for the purpose of discussing exploring and considering matters of mutual concern, provided:

1. The meeting of this committee is not compulsory when it is mutually agreed that the seriousness of items to be discussed does not warrant a formal meeting and can otherwise be mutually resolved.
2. If either party wishes to meet, a request to that effect shall be submitted to the other party along with a proposed agenda. Specific agenda items shall be explicit in detail to the extent necessary for research and appropriate answers.
3. Agreements reached in the Labor/Management meetings shall not be inconsistent with the national or local agreements. They shall be binding and have equal force with the local agreement and put into writing and signed by the APWU steward and management.

### **HEALTH AND SAFETY**

It is recognized that adequate building temperature is essential for health and safety of employees. It is further recognized that a building temperature below 68 or above 75 is unhealthy for employees. Unhealthy building temperature shall be subject to the provision of Article 14 of the National Agreement.


## BREAKS

1. Employees shall be entitled to two (2) **fifteen (15)** minute breaks in a eight (8) hour day. The first to be taken at a designated time during the first four (4) hours of work. The second break to be taken at a designated time during the last four (4) hours of the tour.
2. Employees shall be entitled to a **fifteen (15)** minute break for overtime worked past eight (8) hours **and another fifteen (15) minute break while beginning the twelfth (12<sup>th</sup>) hour of work.**
3. Past practice of allowing beverages and snacks on the workroom floor shall be continued.



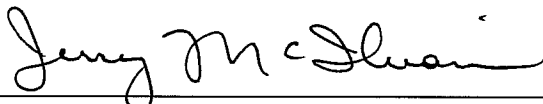
# LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on April 23, 2002 at Hixson, TN 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.



---

**Perri Davis**  
**Officer In Charge**  
**Hixson, Tennessee**



---

**Jerry McIlvain**  
**President**  
**Chattanooga Area Local**