

**1994-1998**

**Local Memorandum of Understanding**

**Between**

**U.S. Postal Service  
Tullahoma, Tennessee 37388**

**And**

**American Postal Workers Union  
Chattanooga Area Local #192, AFL-CIO**

## **Item 1**

Wash-up time will be permitted, as allowed under Article 8, Section 9 of the National Agreement.

## **Item 2**

Schedules of regular employees will have fixed days off, as is being done.

The daily duty assignment shall be posted by management three (3) working days in advance for PTFs.

## **Item 3**

The determination as to what constitutes sufficient emergency conditions as to require curtailment or termination of postal operations will be made by the Installation Head after consultation with knowledgeable, involved sources, and will give due consideration to the safety and welfare of employees, in making this decision.

## **Item 4**

All requests for leave shall be by submission of form PS 3971. In the event of emergency leave, the employee and management waive the right for written submission and reply.

There shall be no more than three (3) approved 3971s from each employee for pending, future incidental leave at any one time.

To be assured of obtaining the guaranteed percentage for incidental leave in Item 12, application on form PS 3971 must be submitted the previous day.

Management will approve/disapprove properly submitted 3971s within three (3) work days, for incidental leave.

## **Item 5**

The duration of the Choice Vacation period shall be from April 1<sup>st</sup> through November 30<sup>th</sup>, and one week beginning December 25<sup>th</sup> through January 2<sup>nd</sup>.

Application for leave during the Choice Vacation period will be by selection on the leave calendar beginning with the senior employee on February 15<sup>th</sup>. Each

employee will select one (1) choice by seniority, then pass the calendar to the next junior employee until all employees have one (1) choice. A second choice will then be made in the same manner.

Each employee will have 24 hours to decide their choice vacation.

Any relinquished Choice Vacation should be at least 10 days prior to its start.

Any employee without an adequate annual leave balance for an approved Choice Vacation period must relinquish the period at least 10 days prior to its beginning.

All relinquished Choice Vacation shall be posted for three (3) days and awarded to applicants by seniority.

### **Item 6**

The beginning day of the Choice Vacation period shall be the first day of the employees basic work week.

### **Item 7**

Each employee has the option of two selection periods of choice annual leave, but not to exceed the ten or fifteen day maximum.

Employees who earn thirteen days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. Employees who earn 20 to 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period.

### **Item 8**

An employee who is called for jury duty during his scheduled Choice Vacation period is eligible for another available period provided this does not deprive any other employee of his/her first choice for scheduled vacation.

### **Item 9**

A minimum of 15% of employees will be granted leave by seniority at the same time during the Choice Vacation period.

## **Item 10**

The posting of the leave calendar will be the official notice of the Choice Vacation period.

## **Item 11**

For the beginning date of the new leave year, refer to the National Agreement, Article 10, Section 4 A.

## **Item 12**

Leave requests for time outside the Choice Vacation period dates, will be considered on a first come, first serve basis.

All unused periods within the choice vacation period and all dates outside the Choice Vacation period shall be considered incidental leave. Incidental will be granted up to the negotiated percentage for choice time except that during the month of December, it will be granted up to 8%. On Saturdays only, military leave will count toward the above percentages.

## **Item 13**

The method of selecting regular employees to work on a holiday will be volunteers on a seniority basis and non-volunteers on a juniority basis.

## **Item 14**

The overtime desired list shall be by craft. The installation is considered a section.

Every effort will be made to provide at least one hour notice to all employees for overtime work.

Except in an emergency (as defined in Article 3 F of the National Agreement), overtime will be voluntary where a one hour notice for overtime was not provided.

## **Item 17**

Light duty assignments will be determined on an individual case basis. Medical proof must be submitted indicating the degree of disability and exactly what work functions the individual may perform.

Craft representatives and management will meet with the employee to render a decision.

Limited duty assignments shall be made in accordance with section 546 of the Employee and Labor Relations Manual.

## **Item 18**

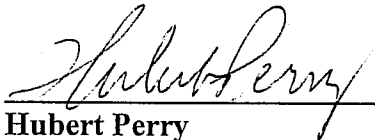
All clerk jobs/assignments comprise a section at the Tullahoma, Tennessee postal installation.

## **Item 20**

Annual leave to attend Union activities, requested prior to the determination of the Choice Vacation schedule, will not count against the employee's choice vacation selection(s) provided it does not interfere with another employee's scheduled annual leave.

# Local Memorandum of Understanding

This Memorandum of Understanding is entered into on February 23, 1996 at Tullahoma, Tennessee 37388, between representatives of the UNITED STATES POSTAL SERVICE, and the designated agent of the AMERICAN POSTAL WORKERS UNION, pursuant to the Local Implementation Provisions of the 1994-1998 National Agreement.

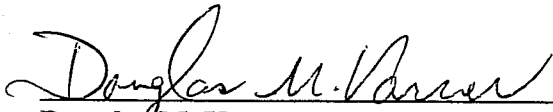


---

Hubert Perry

Postmaster

Tullahoma, TN 37388-9998



---


Douglas M. Varner

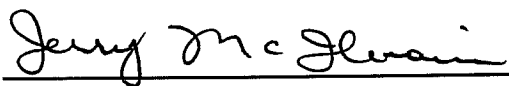
President

Chattanooga Area Local APWU

**EXTENSION OF  
THE CURRENT  
LOCAL  
MEMORANDUM OF  
UNDERSTANDING**

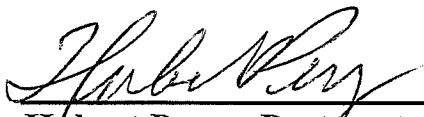
**It is mutually agreed that the present Local Agreement is to be extended in full force and effect through November 20, 2000.**

  
\_\_\_\_\_  
**Hubert Perry, Postmaster  
Tullahoma, TN 37388**

  
\_\_\_\_\_  
**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.

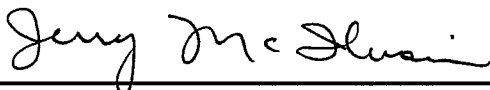


---

**Hubert Perry, Postmaster  
Tullahoma, TN 37388**

*4-22-02*

**Date**



---

**Jerry McIlvain, President  
Chattanooga Area Local APWU**

*4/19/02*

**Date**