

**LOCAL
MEMORANDUM
OF
UNDERSTANDING
BETWEEN**

**CHATTANOOGA, TENNESSEE POST
OFFICE
AND
AMERICAN POSTAL WORKERS UNION
AFL - CIO**

May 21st, 2015 through September 20th, 2018

ARTICLE 30

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Article 30

-Item 1-

Additional or Longer Wash Up Periods

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

Article 30

-Item 2-

The Establishment of a Regular Work Week of Five Days With Either Fixed or Rotating Days Off

Regular work assignments of five days will be established with fixed days off.
(Subject to Impasse by the APWU) – “Non-Traditional Full Time assignments will have work assignments of five days with fixed off days”.

Article 30

-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, Plant Manager or designee decides to curtail or terminate any postal operations, the President of APWU will be notified as soon as possible.

Article 30

-Items 4 - 12, & 20

Leave

Annual Leave

- A. The choice vacation leave period for the clerk and maintenance crafts shall cover one year from March 15th to the following March 14th. The choice vacation leave period for MVS craft shall cover one year from April 15th to the following April 14th, excluding December 11-24 which applies to all crafts.
- B. For choice-time planning purposes, employees in each section will be granted choice leave according to the following percentages: May, June, July, August, **the week of the Thanksgiving Holiday, and the week immediately following the Christmas Holiday- 14%, with a minimum of one employee. Percentages of .1 or greater will round up to an another employee off in the section. During all other months, 14%, with a minimum of one employee, and no round up rule.**
- C. Applications for choice time leave for the following year will be submitted by February 15th and posted by March 15th.
- D. 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).
- E. Choice-time leave in all crafts shall begin on the day following the last non-scheduled work day unless it interferes with another employee's scheduled leave, or is agreed to between the employer and the APWU. Clerks with split days off, having Sunday as one of those days, will begin their leave on Monday. Choice-time leave adjoining Christmas will be awarded by seniority without regard to the employee off-days.

- F. Employees bidding on or assigned to new jobs will be granted their scheduled vacation except in serious emergency situations. If a serious emergency situation precludes granting scheduled leave, the employee shall be granted another vacation period if he/she desires.
- 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 if the request is submitted prior to February 15th, and will not be charged to the employees allowance during the prime time.
- H. Absences to serve on jury duty or to perform military training will not be charged to the employee's choice-time vacation.
- I. Incidental leave shall be granted up to the difference between the unused percentage for choice vacation. The incidental leave percentage will include military leave and union leave. All employees who desire incidental leave will submit Form 3971s no later than Tuesday of the preceding week of the beginning of the requested leave and will be approved/disapproved within 24 hours of submission. Failure to approve/disapprove the requested incidental leave within 24 hours will result in the leave being automatically approved. To meet the qualifying criteria for automatic approval, the employee must submit the PS Forms 3971 in duplicate to the employee's supervisor in person who is in charge at the time of submission within four (4) hours of the employee's regularly scheduled begin tour. The supervisor must complete the "Time of Call or Request" block of the 3971s and the "Signature of Supervisor and Date notified" block. After the supervisor fills in the above, one of the PS Form 3971s is returned to the employee at the time of submission. The employee must retain his copy as proof of submission. **Employees may submit a PS Form 3971 for "same day" incidental leave. Same day incidental will be given on a "first come, first serve" basis. Requests shall be approved/disproved at management's discretion.**
- J. Employees with annual leave in excess of fifty-five (55) days must use this excess by November 1 or have the leave approved to be taken prior to the end of the leave year.
- K. Station relief clerks' requests for annual leave of less than 8 hours will be approved or disapproved by their immediate supervisor, except where replacement will be required. In cases where replacements will be necessary, leave will be coordinated by the Postmaster's designee.

L. A section for leave planning purposes will be:

Tour 1 Manual Distribution
Tour 1 APBS

Tour 1 Automation
Tour 1 AFSM

Tour 2 Manual Distribution
Tour 2 APBS

Tour 2 Automation
Tour 2 AFSM

Tour 3 Manual Distribution
Tour 3 APBS

Tour 3 Automation
Tour 3 AFSM

NOTE: When employee's within the same section's Begin Tour is five (5) hours or more apart, but remains on the same Tour, it will change to two (2) sections, instead of one. Each will be designated with and "A" and "B" to differentiate between sections. Example: Tour 3 APBS (A), Tour 3 APBS (B).

Tours are defined with start times as follows:

Tour I	2000-0300
Tour II	0301-1100
Tour III	1101-1959

Customer Services Administration
Each Station and Branch
Customer Services Administration

(Subject to Impasse by the Postal Service) - All Stations and Branches

Stations that have Retail (Window and Window Distribution) and Distribution Operations separated, only one clerk will be allowed Annual Leave in either Operation unless the percentage exceeds two or more clerks. If the annual leave percentage allows two, then only one clerk in each Operation will be allowed leave. If the percentage exceeds two, the additional clerk(s) will be allowed leave in either operation.

Maintenance:

- A. ET 10 section (All level 10 ET's)
- B. MPE section (All level 8 MPE's)
- C. Building Maintenance Section (Maintenance Mechanics, Building Equipment Mechanics)
- D. Custodial Section (All Custodial Employees)
- E. Maintenance Support Clerks
- F. Area Maintenance Technicians

- M. The employee must notify management as soon as possible when they plan to cancel approved leave or find they will have insufficient leave.
- N. The number of approved leave requests on file from any one person shall not exceed **five (5)** at one time.

Article 30

-ITEM 13-

The Methods of Selecting Employees to Work on a Holiday

- A. The method of selecting employees to work on holidays is as follows:
 - 1. Full-time, Non-Traditional Full-time, and Part-time regular employees volunteering to work their holiday, by section.**
 - 2. Full-time employees volunteering to work their non-schedule day by means of the Overtime Desired List, by section.**
 - 3. All Postal Support Employees (PSEs) by Tour.**
 - 4. Non-volunteer employees by inverse seniority from employees on their holiday, by section.**
 - 5. Non-volunteer employees by inverse seniority from employees on their non-scheduled day, by section.**
- B. The method of selecting employees to work on holidays in the Maintenance Craft is as follows:

Management will determine the number of employees required to work on any given holiday using the selection criteria as outlined below. After selecting the required number of employees, they will be assigned as required to fulfill any maintenance obligations and, when possible and economically feasible, they will be assigned to their regular tour.

- 1. Full-time employees volunteering to work their holiday, by section.
- 2. Full-time employees volunteering to work their non-scheduled day, by means of the Overtime Desired List, by section.
- 3. Non-volunteer employees by inverse seniority from a combined listing of employees on their non-scheduled day and on their holiday, by section.

- C. All employees (full-time regular, full-time flexible, **Non-Traditional Full-time regulars**, part-time regular, and part-time flexible) on annual leave for at least sixteen (16) hours in conjunction with a holiday will not be considered available for holiday work unless it is requested in writing by the employee.

Article 30

-Item 14-

Whether "Overtime Desired" Lists in Article 8 Shall Be By Section And/Or Tour

- A. Employees assigned to a section will have priority on overtime in that section.
1. Use Overtime Desired List in section where overtime is needed. **Employees desiring to work twelve (12) hours will be annotated with an asterisk on the Overtime Desired List.**
 2. Use Overtime Desired Lists from outside the section on a rotating basis, but having necessary qualifications and required stamp stock, if applicable.
 3. **Use the 10 Hour Overtime Desired List clerks not on the 12 hours list up to 12 hours, by section first then outside section, if applicable.**
 4. **Required clerks not on the overtime desired list but in section where overtime is needed (excluding clerks excused from all overtime).**
 5. **Required clerks from outside the section not on overtime desired list but having necessary qualifications and required stamp stock, if applicable (exclude clerks excused from all overtime).**

The above steps are to be followed in the order listed

(Subject to Impasse by the APWU) - NOTE: To the fullest extent possible, employees shall be given a one-hour notice to work overtime. Normally, unless unforeseen circumstances arise, when the one-hour notice is not provided the overtime shall be optional to the affected employee.

- B. **For the purpose of establishing Overtime Desired List (Before Tour, After Tour, and Non-Schedule Day), the following sections will be observed:**

CLERKS:

P&DC Mail Processing
Tour I: Tour wide
Tour II and III: Same as leave sections
Customer Services Administration
Plant Administration
Each Branch or Station”

Guidelines for Managing the Overtime Desired List for Clerks (OTDL):

A. Management shall make monthly rosters that encompass the entire month for each overtime section. Overtime will be rotated among available OTDL clerks. The OTDL's shall be printed and managed manually for all tours. All annotations on the OTDL's shall be made with ink. Any Changes will be initialed.

B. For Tour II and III, when there's not enough OTDL clerks in a section to meet the overtime needs of that section, overtime will be rotated individually from out-of-section OTDL clerks. A separate OTDL will be made comprising the entire tour. Management shall list OTDL clerks from senior to least senior. For each OTDL (begin tour, end tour, and non-scheduled day), an out-of-section OTDL shall be attached to each list. (Example of how to properly annotate the OTDL: If three out-of-section OTDL clerks are needed, the three senior clerks shall be annotated as Early (E), Late(L), or Non-Scheduled day (OD). The last clerk to work overtime shall be circled, and the next available overtime opportunity will begin with the clerk below the circled OTDL clerk. This process will continue throughout the quarter).

C. Since Tour I overtime is tour wide, only one list is necessary. It shall be managed the same way as the out-of-section OTDL for Tour II, and III.

D. If clerks on the OTDL call in, they will not be considered available for overtime until they report back to work on their regular schedule. This rule applies even if the overtime is posted on their weekly schedules.

MOTOR VEHICLE CRAFT:

1. Entire craft will be a section.
2. Overtime will be rotated according to the Overtime Desired List.
3. A copy of each Overtime Desired List will be furnished the union representative as soon as it is completed.

MAINTENANCE CRAFT:

1. Maintenance employees, when required to work overtime, will be notified at least (1) hour in advance, except in emergency.
2. Maintenance sections for "Overtime Desired Lists" shall be established by occupational group and level per Article 38 of the National Agreement.
3. Begin Tour/After Tour and scheduled Day Off (SDO) Overtime Desired Lists may be implemented when it is mutually agreed upon between the Manager of Maintenance/Designee and the Union President/Designee. If either party withdraws from and terminates the program by giving a fourteen (14) day written notice to the other party, they will meet and arrive at a mutually acceptable alternative.
4. For purposes of administering the provisions of Article VIII Section 5, and Article 38.7.B of the National Agreement, the following sections shall constitute the Maintenance Craft:

- A. ET 11 Section (all level 11 ET's)
- B. MPE Section (all level 8 MPE's)
- C. BEM Section (all level 8 BEM's)
- D. Maintenance Mechanics (all level 5 Mechanics)
- E. Custodian (all one section)
- F. All level 6 Maintenance Support Clerks (one section)
- G. All level 5 Maintenance Support Clerks (one section)
- H. All level 8 Area Maintenance Technicians

- C. 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.

Article 30
Items 15 & 17

Assignment of Ill or Injured Regular Work Force Employees:

Light Duty

LOCAL IMPLEMENTATION

Due to the difficulty of deciding in advance on a suitable occupation for an ill or injured employee without prior knowledge of the handicap of this employee, it is agreed that the following procedures shall be followed in the Chattanooga, TN, Post Office when any employee applies in writing for either a temporary or permanent light duty assignment.

Whenever a Full Time or Part Time employee cannot perform their normal duties due to non-work related illness or injury, they may request a temporary light duty assignment upon their return to work. The employee must present appropriate medical documentation to his/her manager. The documentation must clearly define the employee's restrictions and the expected duration of the restrictions. The manager will make every effort to provide the employee with a temporary light duty assignment within the employee's restrictions. If a temporary light duty assignment is made, the manager will forward a copy of the assignment to the Chairperson of the Light Duty Committee for review. If there are inconsistencies in the assignment, the Chairperson will immediately notify the manager. The manager will then make another temporary light duty offer that is consistent with the employee's medical limitations. If there are no inconsistencies, the employee will continue with the temporary light duty assignment.

If the manager cannot provide a temporary light duty assignment, then the manager will forward to the Light Duty Chairperson all documentation which the employee has already provided. The Chairperson will act as expeditiously as possible to provide the employee with a light duty hearing.

The Light Duty Committee will consist of the Chairperson, (Appointed by the Postmaster or Plant Manager), the Safety Officer, (Secretary), the employee's manager or the employee's immediate supervisor. The employee may be accompanied, upon his request, with an APWU representative.

The Light Duty Committee will make the greatest effort to provide the employee with a temporary light duty assignment within the employee's restrictions. If the Committee cannot provide an assignment, they will give the employee a written explanation.

Article 30

-Items 15-17-
(continued)

Temporary Light Duty Assignments will be maintained by the Light Duty Committee Chairperson. Each Temporary Light duty assignment will be reviewed by the Chairperson after the employee has been in his temporary assignment for 180 days. A decision will be made by the Light Duty Committee, whether or not to extend the employee's temporary assignment beyond 180 days.

Employees may be required to update their medical documentation every 30 days. Failure to do so, may result in the loss of the temporary assignment.

Employees will not be allowed to work until they obtain a light duty assignment.

Article 30

-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

- (1) When it is proposed to reassign within an installation employees excess to the need of the section the following sections will apply

CLERKS

P&DC MAIL PROCESSING:

By Tour and Level

MAINTENANCE CRAFT:

- A. Electronic Technicians
- B. Mail Processing Equipment Mechanics
- C. Maintenance Mechanics
- D. Building Equipment Mechanics
- E. Custodians
- F. Maintenance Support Clerks
- G. Area Maintenance Technicians

Maintenance Craft sections for reassignment purposes shall be separated by occupational group, level, and tour.

- (2) Tours are defined with start times as follows:

Tour I	2000 - 0300
Tour II	0301- 1100
Tour III	1101 - 1959

Finance

Administrative services

Each branch or station

MOTOR VEHICLE CRAFT:

Entire craft will be a section

Article 30

-Item 19-

The Assignment of Employee Parking Spaces

The existing parking program will remain in effect.

-Item 21-

Those Other Items Which are Subject to Local Negotiations as Provided in the
Craft Provisions of This Agreement

ALL CRAFTS

Any change in excess of one (1) hour in the reporting time of clerk craft assignments will necessitate a reposting of the assignment. Cumulative changes of one hour to the starting time within the life of the National Agreement will require the reposting of the job. Cumulative changes are changes that move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius.

1. Excluding their lunch break, employees will receive one fifteen-minute break for every four (4) hours worked.

2. Employees will receive one ten-minute break for the two hours worked between their 9th and 10th hours. Employees will receive one ten-minute break for the two hours worked between their 11th and 12th hours.

CLERK CRAFT

- A. A sufficient change of duties to cause the duty assignment to be reposted shall be a loss and/or gain to the position of fifty (50) percent of the originally posted assigned duties and responsibilities.
- B. The addition or deletion of a scheme or machine skill will necessitate the duty assignment to be reposted, unless accepted by the affected employee and the union.
- C. Management will post and furnish the local APWU president an updated seniority roster quarterly to coincide with the posting of the overtime desired list.
- D. **Postal Support Employees will be given a minimum of eight (8) hours off between shifts.**

(Subject to Impasse by the APWU) - Postal Support Employees (PSE's) will not be required to work more than sixty (60) hours in a service week, or more than twelve (12) hours in a service day.

MOTOR VEHICLE SERVICE

- A.** If the service points of an established run are changed more than 50 percent, or if the total mileage of the run is changed by more than 50 percent, the job will be reposted upon the request of the union or the incumbent.
- B.** Any change in MVS schedules attempted on a trial basis shall be limited to three (3) weeks. After the three (3) week trial, the schedule will be permanently changed on PS Form 4533. Should the schedule not be changed on PS Form 4533 within four (4) weeks, the schedule will revert to the original posted schedule.
- C.** The U. S. Postal Service adopted Department of Transportation Regulations. To comply, Motor Vehicle Drivers can be allowed to work 8, 10, or 12 continuous hours but must be off duty for at least 8 continuous hours between work shifts.
- D.** All MVS duty assignments will be posted for bid each year no later than March 15th.

MAINTENANCE

- 1.** For purposes of assigning out-of-schedule opportunities, the available senior volunteer from the management designated tour will be used.
- 2.** Cumulative changes of 2 hours or more to the starting time within the life of this Agreement will constitute the reposting of the job. Cumulative changes are changes that move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius.

Article 30

-Item 22

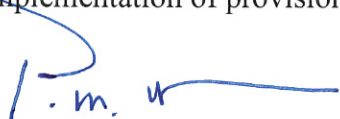
Local Implementation of This Agreement Relating to Seniority, Reassignments and Posting

Maintenance Craft Seniority:

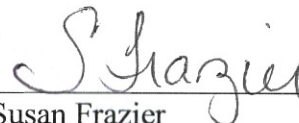
In the Maintenance Craft the method of determining seniority for prime time leave and holiday scheduling will be determined by Maintenance Craft time within the installation. The method of determining overtime scheduling will be by Preferred Assignment Seniority ranking.

Local Memorandum of Understanding

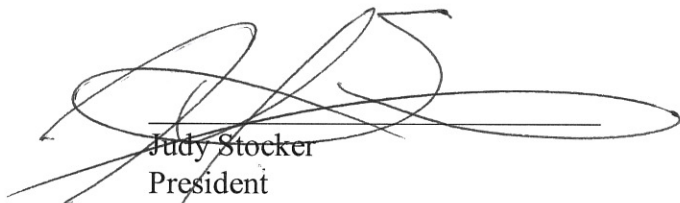
This Memorandum of Understanding is entered into on Oct 17 2014 at Chattanooga, TN, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, pursuant to the Local Implementation of provisions of the National Agreement.



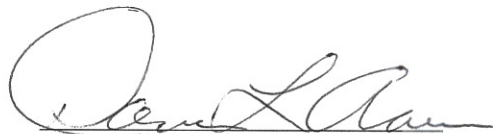
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