LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN THE TENNESSEE POSTAL WORKERS UNION - APWU/AFL-CIO AND THE ANTIOCH, TENNESSEE POST OFFICE

ITEM 1. ADDITIONAL OR LONGER WASH-UP PERIODS. (Article 8, Section 9)

Employees shall receive reasonable wash-up time prior to end of tour.

Additional wash-up time shall be granted when an employee performs dirty work or works with toxic materials and will be determined on a case-by-case basis.

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Michael Mingo - TPWU State President For the Union

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Local Memorandum of Understanding **APWU -Antioch Tennessee P.O**

ITEM 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF. (Article 8, Section 2)

The parties agree to ablde by the provisions of Article 8, Section 2, with fixed days off.

Muchael Amingo APWU Representative

<u>Cano</u> Wood Antioch PO Representative

LOCAL MEMORANDUM OF UNDERSTANDING

APWU - ANTIOCH TN P.O

ITEM 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS A LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS. (Article 30, Item 3)

The safety of postal employees shall at all times be a primary concern.

In times of civil disorders or acts of God involving normal working conditions, such as fire, flood, storms, local disasters or other circumstances which could affect the health and welfare of any employee, the Installation Head or designee shall promptly examine conditions and determine whether conditions are such that postal operations should be curtailed or terminated. The local Union Official shall promptly be contacted as to Management's decision.

When the decision has been reached to curtail Postal Operations, to the extent possible, Management will notify employees and seek the cooperation of local radio and television stations to inform employees when the situation dictates.

APWU Representative

Antioch PO Representative

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM. (Article 10, Section 2)

When and employee in selecting leave on Form 1547 or the Vacation Selection Chart, chooses periods outside the choice leave period as his /her first or second choice and those periods are granted, his/her selections shall stand in lieu of leave during the choice period.

Employees must have sufficient annual leave to cover their approved selection at the time the Form 3971 is submitted.

Upon request, copies of the employee's approved selection period shall be provided by Management to the employee or the union representative.

Choice Vacation Leave shall be granted by seniority.

Employees are expected to use vacation time awarded on the Vacation Selection Chart or Form 1547. Seven (7) or more days prior to the beginning of the service week in which the employee is scheduled for leave, the employee is required to either:

a. Complete Form 3971 indicating their intent to take the vacation as scheduled, or

b. Submit written notification indicating their intent to turn back the scheduled vacation.

Failure to complete Form 3971 or submit written notification within the specified time frame shall result in the employee taking the entire scheduled vacation. If the employee submits Form 3971 for the entire vacation as scheduled, he/she will not be permitted to report for duty during the scheduled vacation period. If the employee turns back the scheduled vacation or has an insufficient leave balance, the period shall become available under the provisions of Incidental Leave or Item 12.

Employees shall be able to keep original choice vacation when moving from one unit to another unit.

URepresentative

Antioch PO Representative

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM. (Article 10, Section 2)

INCIDENTAL LEAVE

The following shall govern procedures for submitting and approving incidental leave. Incidental leave is any leave in periods of less than five (5) days:

Requests shall be submitted on Form 3971 to the employee's immediate supervisor no earlier than thirty (30) days or less than three (3) days, prior to the date of the requested leave. Any leave request submitted less than (3) days shall be considered according to operational needs. Leave requests are considered on a first-come, first-served basis. The employee shall be notified within three days (3) if the leave is approved or disapproved. Non-compliance of the three day (3) notification by management will deem the request automatically approved.

Management shall approve the request for leave if no more than 13% of the section is scheduled to be on leave on the days(s) requested. In applying the 13% requirement, any fraction of .50% or more shall mean an additional employee will be granted leave. A minimum of one (1) shall always apply.

All incidental leave requests that include any holiday or adjusted holiday for any clerk within the section, shall be held and remain "live" until the holiday schedule is posted on the Tuesday prior to the service week containing the holiday. Management shall act upon the leave request upon posting the holiday schedule. Once the holiday schedule is posted, incidental leave may still be submitted and approved as long as the request is timely. In any event, Incidental leave shall not be approved if such approval would require another clerk to work their holiday or adjusted holiday on the requested leave day in their section.

If leave is denied, Form 3971 will remain "live". Management shall retain Form 3971. If subsequently it is determined that an employee may be allowed to take leave, Management shall give the employee who has a "live" Form 3971 on file the first opportunity to use leave.

Incidental leave provisions do not apply to leave requests submitted in less than three (3) days prior to the day(s) of the requested leave or during the twenty-one (21) day period prior to December 25. These leave requests shall be handled in accordance with Article 10 of the National Agreement.

APWU Representative

Antioch PO Representative

THE DURATION OF THE CHOICE VACATION PERIOD. ITEM 5. (Article 10, Section 3)

The choice vacation period shall be May 1 through September 30, December 26 through January 1, and the last week of November that includes the Thanksgiving Holiday

APWU Representative

.C. Wood

Antioch PO Representative

THE DETERMINATION OF THE BEGINNING OF AN ITEM 6. **EMPLOYEE'S VACATION PERIOD.** (Article 10, Section 3.E.)

The beginning day of the employee's choice vacation period shall be the first day of the employee's basic workweek following their first non-scheduled day if the employee has split days off, or following their second non-scheduled day if the employee has consecutive days off. Exceptions may be granted by agreement among the Employee, the Union Representative, and the Employer.

Employees shall not be required to work their two (2) non-scheduled workdays prior to or following the scheduled leave period, nor shall they be required to work any holiday that is inclusive within the leave week.

Only in the month of December, starting December 26, it is agreed an employee shall be allowed to take 1547 leave outside his/her regular work week.

All exception requests must comply with Item 7of the LMOU.

Mielu Mingo APWU Representative

Caroc Wood

Antioch PO Representative

ITEM 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS. (Article 10, Section 3.D.3.)

Employees, at their option, may request two (2) selections during the choice leave period in units of either 5 or 10 working days, or one (1) selection during the choice leave period of 15 working days of continuous annual leave. The total shall not exceed the 10 or 15 days allowed.

For the purpose of vacation scheduling during the choice period, a holiday shall be considered a working day.

Muchal Jo Mango APWU Representative

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Antioch PO Representative

ITEM 8. WHETHER JURY DUTY AND NATIONAL OR STATE APWU CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD. (Article 10, Section 3.F.)

Attendance at Union Conventions and Jury Duty shall not be charged as an employee's choice vacation period, and shall be counted in the total number of employees off.

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Antioch PO Representative

ITEM 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

There shall be no more than 13% of the Clerk Craft employees granted annual leave during the choice vacation period when leave is requested. It is understood that the rounding rule applies; i.e. - in applying the 13% requirement, any fraction of .50% or more shall mean an additional employee shall be granted annual leave during the choice vacation period.

The above provisions apply only to leave request approved on the vacation selection chart or Form 1547.

A minimum of one (1) employee per section (as defined in Item 18) shall be granted leave.

APWU Representative

Antioch PO Representative

ITEM 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE (Article 10, Sections 3 and 4)

Each employee shall select their choice vacation period on the vacation selection chart or Form 1547 no later than February 1.

Management shall post the leave list for choice vacation period no later than February 15.

Upon request, copies of the employee's approved selections shall be provided to the employee and the union.

APWU Representative

Antioch PO Representative

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR. (Article 10, Section 4)

A notice of the beginning of the new leave year shall be posted on the official bulletin boards by November 1.

Michan Mungo APWU Representative

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Antioch PO Representative

ITEM 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD. (Article 10, Section 4)

Request for leave other than choice vacation, shall be submitted on Form 3971 no earlier than 60 days or later than 45 days prior to the service week in which annual leave is desired. Approval or denial of request for annual leave shall be given no later than 30 days prior to the service week in which annual leave is requested. Consideration must be given for all other types of leave, such as jury duty, military leave, state and national convention leave and long-term sick leave.

Leave outside the choice vacation period, up to 13% of the clerk craft employees shall be granted leave if the following provisions are complied with:

- A. Request made in compliance with Item 12.
- B. Requests are for five (5) consecutive days or more.
- C. Leave of less than five (5) days shall be in accordance with the National Agreement, Article 10, and the Local Memorandum of Understanding.

If the leave is denied, Form 3971 will remain "live". Management shall retain Form 3971. If subsequently it is determined that an employee may be allowed to take leave, Management shall give the employee who first has a "live" Form 3971 on file first chance to use leave.

The provisions of Item 12 do not apply to leave requests submitted during the 21 day period prior to December 25. Those leave requests shall be handled in accordance with Article 10 of the National Agreement.

Employees shall be able to keep approved leave when moving from one section to another section.

Mucheel HMmgo APWU Representative

Antioch PO Representative

ITEM 13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY (Article 11, Section 6)

Management shall determine the number and category of employees needed for holiday work and for days designated as individual employee's holiday and shall schedule employees by the following priorities:

- 1. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- 2. All casual employees to the extent possible, even if payment of overtime is required.
- 3. All part-time flexible employees to the extent possible, even if payment of overtime is required..
- 4. Transitional Employees (TEs) to the extent possible, will be scheduled for work on a holiday or designated holiday after full time volunteers are scheduled to work on their holiday or designated holiday.
- 5. Full-time and part-time regular volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
- 6. Full-time and part-time regular employees who have not volunteered to work their holiday, by juniority.
- 7. Full-time and part-time regular non-volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by juniority.

Antioch PO Representative

ITEM 14. WHETHER "OVERTIME DESIRED " LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR. (Article 8, Section 5)

Overtime Desired list for bargaining unit employees shall be office-wide utilizing those that possess the necessary skills. A new overtime desired list will be solicited each quarter and the list will be posted on the official bulletin board. Any employee removing his/her name from the ODL shall not be eligible until the following quarter. No employee shall be placed on the Overtime Desired list in mid-quarter.

When overtime is needed and the ODL is insufficient to meet the workload within the operational window, management shall solicit volunteers possessing the necessary skills to work overtime prior to forcing Non-ODL employees to work overtime.

Overtime shall be awarded to those on the ODL list senior to junior on a rotating basis.

Management and the Union agree to review this item when and where needed.

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Antioch PO Representative

ITEM 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS. (Article 13, Section 3.C)

ITEM 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR FORCE WILL BE ADVERSELY AFFECTED. (Article 13, Section 3. C)

ITEM 17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT REPRESENTED IN THE OFFICE. (Article 13, Section 3.A)

The parties shall abide by Article 13 of the Collective Bargaining Agreement.

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Antioch PO Representative

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES. (Article 20, Section 3)

The parties agree to abide by the National Agreement, Article 20.

Management shall continue to furnish adequate parking spaces on Postal Service property on a first-come, first-served basis.

PWU Representative

Antioch PO Representative

ITEM 20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN. (Article 10, Section 3.F.)

Attendance at Union conventions or training seminars shall not be charged as an employee's choice vacation selection and shall be counted in the number of employees off.

APWU Representative

Antioch PO Representative

ITEM 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT. (Article 37)

1. Safety and Health Committee (Article 14, Section 4)

• A joint Labor-Management Safety and Health Committee shall be composed of one member from Management and Labor. Management and Labor may bring technical advisors if needed. Meetings shall be held per request by either party. Management or Labor shall request a meeting at least one week prior to meeting. The Postmaster shall, prior to each meeting provide a report on the status of unresolved or pending items. Minutes of each meeting shall be kept as a permanent record.

2. Labor-Management Committee (Article 17, Section 5)

• The joint Labor-Management Committee shall composed of one member from Management and Labor. Management or Labor may designate one additional member to be in attendance at meetings. Meetings shall be held at the request of either party and minutes of each meeting shall be kept as a permanent record. Management or Labor shall request a meeting at least one week in advance. Minutes shall convey Management's response to all agenda items properly submitted. Attendance of designated representatives shall be on a no-gain, no-loss basis. The meeting shall not be adjourned until all agenda items have been presented and discussed.

3. <u>Scheme Committee</u> (Article 37, Section 6)

• The local Scheme Committee shall composed of one member from Management and Labor. Either party may request and be granted additional committee members to be included at a called meeting. The Committee shall meet at the request of either party to consider schemes policy, problems and procedures.

4. Social and Recreation Committee (Article 4, Section 1)

• The installation head shall be Chairman of the Social and Recreation Committee. Remaining membership shall be composed of an additional representative from Management and two (2) members from Labor. Alternates may be substituted by either party. The Committee shall meet at the request of either party.

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ITEM 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT. (Article 37)

5. <u>TECHNOLOGICAL AND MECHANIZATION CHANGES</u> (Article 4, Section 1)

• Notification to the Union on technological or mechanization changes which affect jobs. including new or changed jobs, shall be provided to the State President. This can normally be provided at a called meeting of the Labor- Management meeting, or by written notification to the State President. Such notification does not preclude discussion for purposes of clarification.

6. <u>DISCIPLINE PROCEDURE</u> (Article 30, Section A)

• Disciplinary action shall be administered in accordance with the National Agreement.

7. HOURS OF WORK (Article 8, Section 5)

- In the interest of an on-going Labor-Management relationship, it shall be the policy to provide at least one (1) hour's notice to employees on duty when overtime is called. It is understood and agreed to by the parties that circumstances will occur which will necessarily cause exceptions to this policy.
- The Union representative shall be consulted and advised at least seven (7) days in advance of a permanent change in work week or duty hours involving individual or group assignments.
- Details shall be kept to an absolute minimum and shall be reviewed by the appropriate parties for any details in excess of sixty (60) days.

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ITEM 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT. (Article 37)

8. EMPLOYER CLAIMS (Article 28)

 Non-authorized persons shall not have access to work areas where financial transactions are made. Work areas are defined as service windows, cash drawers, safes and envelope drawers. Employees not having financial responsibility in any unit shall make all personal financial transactions over service counter or at service window.

9. <u>BULLETIN BOARDS</u> (Article 22)

• A separate bulletin board shall be provided for APWU. No other organizations shall be entitled to use these boards.

10. <u>USE OF TELEPHONES</u> (Article 37, Section 9)

- If pay phones are not available, employees may be permitted to use official telephones so
- long as it does not interfere with the proper and efficient operation of the Postal Service. Excessive or abusive use of the telephone shall not be permitted.

Murku Mango APWU Representative

Antioch PO Representative