2006-2010 Local Memorandum of Understanding

Between

U.S. Postal Service Etowah, TN 37331

AND

American Postal Workers Union Chattanooga Area Local

Item 1 Additional or Longer Wash-up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Item 2 Fixed or Rotating Days Off

Full-time regular work weeks shall be five (5) days with 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

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 President of APWU will be notified as soon as possible and the public media will be contacted in an effort to inform employees.

Items 4-12, and 20 Formulation of a Local Leave Program

- A. The duration of the choice time vacation period shall be a one (1) year period from April 15th through April 14th of the following year.
- B. Choice time vacation selections will begin on April 1st beginning with the most senior employee. The number of choice time vacation days scheduled by each employee will be based on the employees leave category (4, 6, or 8 hours a pay period) and in accordance with the limitations of the National Agreement. Each employee will have 72 hours to make their selection or be passed over. The leave calendar will serve as the official notice.
- C. Choice vacation periods shall begin on Saturday.
- D. One (1) employee or fourteen (14) percent of APWU employees shall be granted choice time leave. Jury duty and attendance to National and State Conventions shall not be charged to the choice vacation period.

- E. One (1) employee or fourteen (14) percent of employees shall be granted incidental leave. All incidental leave requests will be submitted to management on form PS 3971 in duplicate and a copy will be returned approved/disapproved within 24 hours. Failure to return the 3971 within the 24 hour limit will be considered automatic approval.
- F. Annual leave to attend Union activities requested prior to determination of the choice vacation schedule will not count as a choice vacation selection.
- G. The total number of approved requests (choice & incidental) on file from any one person shall not exceed four (4) at any given time.

Item 13

The Method of Selecting Employees to Work on a Holiday

- 1. Full-time volunteers by seniority.
- 2. Part-time flexible clerks.
- 3. Full-time non-volunteers by inverse seniority.

Item 14

Whether Overtime Desired Lists Shall be by Section or Tour

Overtime Desired Lists shall be posted in accordance with the National Agreement. A section for overtime will be facility wide on a rotating basis. Every effort will be made to provide a minimum of two (2) hours notice to any employee needed for overtime work. Without this notice, the overtime shall be on a voluntary basis.

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

<u>The Identification of Assignments Comprising a Section; When it is Proposed to Reassign within an Installation; Employees Excess to the Needs of a Section</u>

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

A parking space will be provided to each APWU craft employee.

Item 21
Other items Subject to Local Negotiations in the Craft Provisions

Item 22
Seniority, Reassignments, and Posting

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 24, 2007 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 2006-2010 National Agreement.

Debbie Goforth

Postmaster

Etowah, TN 37331

Jerry McIlvain

President

Chattanooga Area Local APWU