

**LOCAL MEMORANDUM
OF
UNDERSTANDING**

Between

**U.S. Postal Service
Eagle River, Alaska 99577**

And

**Midnight Sun Area Local 2756
American Postal Workers Union AFL-CIO**

May 29, 2002

This Local Memorandum of Understanding is entered into on May 29, 2002 at Eagle River, Alaska between the Midnight Sun 995/996 Area Local, AFL-CIO, on behalf of its represented employees, and the United States Postal Service.

This Memorandum is pursuant to the local implementation procedures of the November 21, 2000 National Agreement; and shall remain in force concurrent with the 2000 - 2003 National Agreement. Any item that was locally negotiable and is not mentioned in this document, whether by commission or omission, shall be governed by the National Agreement.

APWU - MSAL

ARTICLE 3

EMERGENCY CONDITIONS

The decision for the curtailment or termination of postal operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions shall be made by the Postmaster. When a decision has been reached to curtail Postal Operations, to the greatest extent possible, management will notify and seek cooperation of local radio and television stations to inform employees. Depending on the severity of the emergency situation and what is allowed by local authorities under such a situation, Postal Service telephones will be open for employees to call in for information.

Employees involved in actual emergency situations not covered in the paragraph above will take immediate action to protect themselves and/or the mails. Under such circumstances, management will be advised as soon as possible.

In the event of emergency conditions, employees will heed the warnings of local public safety authorities. Each employee will, at her/his earliest opportunity, notify supervision of the reason and duration of her/his anticipated absence. The installation head shall make the ultimate decision as to the acceptability of the employee's absence from work. Any adverse decision by the installation head will be subject to Article 15, Grievance-Arbitration Procedure, of the National Agreement.

ARTICLE 8

HOURS OF WORK

The regular work week in the Eagle River Post Office shall be five days with fixed days off.

Part time employees may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal workweek.

Two "Overtime Desired List's (OTDL) shall be established for the clerk craft as listed below:

1. Up to twelve hour tour, with overtime before and/or after the employees tour of duty.
2. Employees non-scheduled day.

Maintenance shall have a list which shall be separated by occupational group and level.

When overtime is needed, utilizing employees represented by the APWU, the following precedence shall be used;

1. Part time flexible employees.
2. Employees on an overtime desired list.
3. Full time employees not on the overtime desired lists, by inverse seniority on a rotational basis.

Employees on an OTDL can withdraw their names from the list, in writing, at anytime during the quarter. The withdrawal shall be effective seven days from the date the withdrawal was submitted.

The main Eagle River Post Office shall be considered as one section and one tour for use of any OTDL.

Each future branch, station or office under the administrative control of the Eagle River Postmaster shall establish separate overtime-desired lists.

Employees shall normally be given at least two hours of advance notice when overtime is required.

Exceptions to the above, if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, doctor's appointment, etc.).

Employees shall be afforded reasonable wash-up time before breaks, lunch periods and their end of tour.

ARTICLE 10

LEAVE

The vacation period for employees covered by this memorandum shall begin December 25 and continue through the end of November. The employee's leave week shall begin on Sunday for administrative purposes.

CHOICE VACATION PERIOD

Within the above defined leave year the choice vacation period shall be from the first full week in May through twenty-two (22) consecutive weeks.

Fourteen or fewer career clerks shall require two sign up slots per week, fifteen or more shall require three sign up slots per week.

Maintenance craft employees shall have one choice vacation period list. This list shall have one slot for each week of the choice vacation period.

Sign-up for this leave shall occur in the second full week in February.

This sign-up shall be by seniority.

During the initial sign up for the choice period:

Employees who earn 13 days of annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice vacation period(s). The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

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(s). The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

It shall be at the option of the employee to take either continuous days of leave, or two selections in units of five or ten days, the total not to exceed the ten (10) or fifteen (15) days as noted above.

The choice vacation period sign-up lists shall consist of a listing of the continuous weeks of choice vacation leave, with two lines for the number of employees to be granted leave during that week. The employees shall, by seniority, sign the top line and print their name on the second line for each week of choice vacation leave they desire. All leave requested must be accrued and/or credited to the employee before leave is taken. Leave without pay may not be used in lieu of annual leave requested under this article. A Union steward or designee shall circulate the lists.

The choice vacation sign-up lists shall be posted in a locked glass case for one week (7 calendar days) prior to the commencement of actual sign-up. When an employee is notified that it is their turn to sign up for choice vacation period leave the employee shall have three hours to make their decision. If they fail to make their decision, or indicate they do not want to sign up for leave during the choice vacation period(s), the list shall pass to the next junior employee. The passed over employee may sign up for their choice vacation period leave after the most junior eligible employee has made their selection.

An employee who will be absent during the choice vacation period sign-up may empower the Union designee, in writing, to sign the choice vacation period list on his/her behalf in order that the sign-up may continue. If the absent employee does not empower the Union designee, and does not personally sign up for the choice vacation period (within the three hours allotted), they will be passed over and sign-up will continue with the next junior employee. When choice vacation period sign-up has progressed through the junior employee in the office, the by-passed employee shall then be afforded an opportunity to sign the choice vacation period list.

After the initial sign-up, a second sign-up by seniority, shall be done for all remaining available whole week slots on the leave list. A copy of the list shall then be posted on the bulletin board for employees to sign up on a first come, first serve basis for any remaining available slots, through out the leave period.

The posting (in a locked glass case) of the completed choice vacation period sign up lists will constitute the official notice to each employee of their approved choice vacation period leave. Such notice shall be posted not later than twenty-four hours after the last eligible employee has had an opportunity to sign up for choice vacation period leave.

Employees shall be able to sign the leave list at anytime during the choice period, so long as it is before the Tuesday prior to the start of the leave week. All weeks signed for must be done in the presence of the Union Steward or designee and the Postmaster or designee.

With the concurrence of the Postmaster and the Union designee, choice vacation periods already signed for may be traded by employees after the choice vacation period sign-up is completed. Employees involved in trades must have the necessary skills to provide for service needs.

New employees to the Eagle River Post Office, entering the installation work force after the completion of choice vacation period sign-up, may sign up for vacant or vacated choice vacation period leave.

Employees, who have signed up for choice vacation period leave and who do not wish to take the leave applied for, shall notify their immediate supervisor. This leave shall be made available to other clerks, by seniority, for five calendar days. After the five days, it shall be made available to everyone, on a first come, first serve basis.

Any change to the choice vacation period leave sign-up list, after completion of sign-up, must be signed or initialed by the affected employee(s), the Postmaster or designee, and the Union Steward or designee.

NON-CHOICE VACATION PERIOD

Non-choice vacation period leave outside the choice vacation period shall be administered as follows:

Two sign up slots shall be available from the third full week of January through the last full week of October. One sign up slot shall be available for any of the remaining weeks of this non-choice period.

The non-choice vacation period sign-up lists shall be posted in a locked glass case for one week (7 calendar days) prior to the commencement of actual sign up. Sign up shall begin on the first working day of October.

The non-choice vacation period sign-up lists shall consist of a listing of the continuous weeks of non-choice vacation leave, with two lines each for the number of employees to be granted leave during that week. The employees shall, by seniority, sign the top line and print their name on the second line for each week of non-choice vacation leave they desire. All leave requested must be accrued and/or credited to the employee before leave is taken. Leave without pay may not be used in lieu of annual leave requested under this article. A Union Steward or designee shall circulate the lists.

After the initial sign-up, employees shall be able to sign the leave list at anytime during the non-choice period, so long as it is before the Tuesday prior to the start of the leave week.

Maintenance craft employees shall have one non-choice vacation period list. This list shall have one slot for each week of the non-choice vacation period.

Any additions/deletions to these lists shall be signed or initialed by the employee, the Postmaster or designee, and the Union Steward or designee.

SINGLE DAY SIGN UP

Single day leave sign up shall proceed only after the initial sign up lists have been circulated in accordance to the previous LMOU articles. Single day leave sign up procedures shall apply to both choice and non-choice leave periods.

After the initial sign up, the remaining unused slots shall be made available for single day sign up in the following manner:

A designated APWU Union member shall provide the employees the opportunity to sign for individual days on the unused weekly slots on the leave lists for the Eagle River Post Office. This opportunity shall be announced to the employees. Sign up shall commence by seniority and then on a first come, first serve basis.

When any day of an unused weekly slot is selected for single day sign up by an employee, the weekly slot shall be marked as "single days" and the remaining days in the week shall be made available to all other employees on a first come, first serve basis.

Once an unused weekly slot is designated as a "single days" week, it shall not revert to a weekly slot even if all employees signed up for single day leave in that week, give up their leave.

No employee may break more than two unused weekly slots into a "single days" week, during the choice vacation period or three unused weekly slots during the non-choice

vacation period. This shall not preclude an employee from signing up in other weeks which are initially transformed into "single days" weeks by other employees.

Employees shall be able to sign up for single day leave at anytime provided the signing is by Tuesday prior to the start of leave week.

OCCASIONAL LEAVE

Any annual leave not described in the paragraphs above shall be occasional leave.

Occasional leave shall not appear on the vacation period sign-up lists. Occasional leave shall be granted on a first come-first served basis. A PS form 3971 shall be submitted in duplicate to the immediate supervisor when requesting occasional annual leave. Upon receipt of the PS Form 3971, the supervisor must complete the portion of the form marked "Signature of Supervisor & Date Notified" and immediately return the duplicate to the employee requesting occasional annual leave. Since occasional annual leave is first come first served the supervisor must also fill in that portion of the PS Form 3971 "Time of Call or Request" to establish order of receipt. Requests for occasional leave may be submitted up to 45 days in advance.

The immediate supervisor shall determine if leave can or cannot be granted. The supervisor will notify the employee of approval or disapproval of the leave request within seven (7) calendar days. If the original form 3971 is not returned to the employee, endorsed with the reason for disapproval, within seven (7) calendar days the leave is considered approved.

EMERGENCY LEAVE

In the case of a personal or family emergency, the employee shall be granted annual leave, or leave without pay in the absence of an annual leave balance, of a minimum of 14 calendar days unless a shorter period is requested by the employee.

UNION LEAVE/JURY DUTY

Consistent with the provisions of Article 24, of the National Agreement, one (1) employee selected by the Union shall be allowed leave to attend National, State and Regional Union conventions (Assemblies). Such leave shall not be considered a part of the choice vacation period.

Employees will attempt to reschedule jury duty with the Alaska Court System when called for jury duty during the employee's choice vacation period. If attempts to reschedule are not effective, the employee may select another vacant slot.

Emergency hardship, military leave and other types of unusual leave shall be dealt with on an individual basis.

ARTICLE 11

HOLIDAY SCHEDULING

A holiday volunteer sign-up list shall be posted for regular employees.

The volunteer sign-up list shall be posted on the Friday preceding the holiday work schedule posting (Tuesday) referred to in Article 11, section 6, of the National Agreement. The cut-off time for volunteer sign-up shall be the close of business on the Monday preceding the holiday work schedule posting.

This sign-up list shall constitute the offer for regular employees, with the required skills, to volunteer for holiday work, if needed.

The selection of employees to work on a holiday shall be made in the following order:

1. Casuals, if qualified, even if overtime is necessary.
2. Part time flexible, even if overtime is necessary.
3. Volunteer employees by seniority.
 - a. Whose scheduled non-work day falls on the holiday.
 - b. Whose scheduled non-work day does not fall on the holiday.
4. Non-volunteers by inverse seniority.
 - a. Whose scheduled non-work day falls on the holiday.
 - b. All others whose scheduled non-work day does not fall on the holiday.

The holiday volunteer sign-up lists shall be standardized and shall be placed with the regular posted schedules.

ARTICLE 12

EXCESSING

Consistent with the National Agreement, Article 12, the identification of assignments for the purpose of reassignment within an installation of employees excess to the needs of a section shall be:

1. Clerk craft
2. Maintenance craft
 - a. by tour
 - b. by occupational code
3. Existing and future branch, stations and window service units.

ARTICLE 13

ILL & INJURED EMPLOYEES

The employer and the Union agree to the following provisions for reassignment of ill and injured regular work force employees to light duty. Light duty assignments, after compliance with the National Agreement, will be determined, at the time of request, on an individual basis and in keeping with the needs of the service. A copy of the records shall be given to the Union and the employee within five working days of the light duty hearing.

Light Duty Assignments

Definition: Light duty assignments shall be defined as assignments adapted to an individual's physical limitations and shall be those most similar to the employee's regular assignment, if possible. Light duty assignments shall be based upon the employee's qualifications and the medical restrictions as stated by a licensed physician or chiropractor.

Renewal requirement

If the duration of continuous light duty is in excess of thirty calendar days a doctor/chiropractor's statement shall be required every thirty days stating the anticipated duration of the convalescence.

Light duty assignments shall be those that will meet the needs of the employee and the service.

In order of date of written request for temporary light duty, assignments shall be made in the following order:

1. Modification of the employee's basic duties within the employee's bid position.
2. Available assignment within the craft and on the same tour, and in the same facility.
3. Available assignment within the craft and other than on the same tour, but in the same facility.
4. Available assignment within the craft, on the same tour, but other than in the same facility.
5. Available assignment within the craft, other than on the same tour, and other than in the same facility.
6. Available assignment within another craft.

Provide split assignments, in which an employee may perform certain duties of his present assignment and have added thereto, other duties available in any craft.

Overtime will not be assigned to other employees if there is a qualified ill or injured employee, not scheduled for the needed overtime hours, who can help management meet service needs. Doctor's limitations will be the determining factor.

1. Requests for light duty shall be considered on an individual basis in order to assure that no employee or group of employees is adversely affected.
2. Qualified employees within each craft represented by the Union shall have priority for every light duty assignment within their respective craft. Craft lines may be crossed-only when no employee in the appropriate craft is deprived thereby. When a qualified employee within the appropriate craft becomes ill or injured, the employee from another craft must relinquish the light duty, assignment to the craft member.
3. Crossing of craft lines for crafts not represented by the union shall be allowed after all light duty assignments from employees in the union bargaining unit have been granted.
4. Nothing contained herein shall preclude detail to a higher-level craft position if an employee can medically fulfill the duty requirements of the position.
5. Nothing contained herein shall preclude an employee from bidding and receiving a higher level position for which the employee may be otherwise qualified.
6. When APWU light duty assignments exceed available light duty work, the available work shall be equally distributed amongst the craft light duty members.

ARTICLE 17

LABOR MANAGEMENT/SAFETY AND HEALTH MEETINGS

Labor management/safety and health meetings shall be held once per month if requested by either Labor or Management. Management shall keep minutes of the meetings and shall supply the Union with a copy no later than 7 days after the date of the meeting.

Agenda items of either Labor or Management shall be submitted 7 days prior to meetings.

ARTICLE 20

PARKING

Postal employees covered by this LMOU, who park on postal premises, shall park in the employee parking area in the rear of the building. All undesignated parking spaces shall be available on a first come/first serve basis.

ARTICLE 37

CLERK CRAFT

Preferred bid assignments shall not be reposted for bid when:

1. Periodic minor route adjustments are made to the existing scheme.
2. Financial responsibility is changed.

The incumbent shall have the option of accepting or declining the position as redescribed. However, if the incumbent declines the position as redescribed, he then becomes an unassigned regular and the position shall be reposted for bid.

No assignment will be reposted when the change in starting time is one and one-half hour or less. The incumbent shall have the option of accepting the new reporting time. If the incumbent accepts the new reporting time the assignment will not be reposted.

The criteria above will also apply to cumulative changes in starting time.

Vacant and new positions subject to bid shall be posted on a Wednesday. The bidding period shall be for seven (7) days. The bidding period will close at noon on the Wednesday of the following week. The successful bidder shall be announced immediately after management and the union designee have verified selection.

Bids are to be submitted in writing on PS Form 1717. In the absence of the appropriate forms, bids may be submitted in letter form. The letter shall be sent to the Union steward or designee, who shall deposit it in the bid box. At the minimum the letter shall contain the name and social security number of the applicant, the job description or position number, and the applicant's signature. In the event of multiple bids, the applicant must show the order of preference.

A Union officer or designee shall be allowed to check the records of previous bids to ascertain the number of times an employee has bid during the life of the National Agreement, if there is a question of an applicant exceeding the maximum number of bids.

Bids for preferred assignments are to be placed in the designated bid box at the Main Office. Bids shall be removed from the locked receptacle with an APWU designee present.

Bid withdrawal shall be in accordance with the National Agreement, Article 37.

The Postmaster shall post a copy of an updated seniority list of all clerk craft employees quarterly, during the months of January, April, July, and October. The Postmaster shall provide the Midnight Sun 995/996 Area Local with one (1) copy of said list.

The union steward shall have 15 minutes of orientation time with new employees assigned to the Eagle River Post Office.

ARTICLE 38

MAINTENANCE

Assignments shall be reposted when:

1. When it is necessary that the fixed schedule days of work in a basic workweek for a maintenance craft duty assignment be permanently changed.
2. If the incumbent in the assignment has more seniority for a preferred assignment than the senior employee on the preferred assignment eligibility register for those days off or hours, the employee may remain in the duty assignment if the employee so desires.

Assignments shall be posted when:

1. Domicile is changed.

The incumbent shall have the option of accepting or declining the changed or redescribed position. If the incumbent declines the position as redescribed, he then becomes an unassigned regular until the reposting is completed.

END OF LOCAL MEMORANDUM OF UNDERSTANDING TEXT.

In Witness Whereof:

DATE

Steven T. Reed
Postmaster
Eagle River, AK 99577

DATE

Joe Tromblee
Chief Spokesman
Midnight Sun 995/996
Area Local – APWU